

**INVITATION FOR BID**

**AMERICAN RECOVERY AND REINVESTMENT ACT  
PORT SECURITY GRANT PROGRAM  
Federal Project No. 2009-PU-R1-0372**

**PORT DISTRICT VIDEO SURVEILLANCE SYSTEM EXPANSION**

**ISSUED BY  
ST. LOUIS DEVELOPMENT CORPORATION  
AND THE  
CITY OF ST. LOUIS PORT AUTHORITY**



<b>ISSUED:</b>	<b>November 4, 2011</b>
<b>BIDS DUE:</b>	<b>November 30, 2011</b>



## **INVITATION FOR BID**

**The St. Louis Development Corporation and the City of St. Louis Port Authority (collectively referred to as the "Authority") will receive sealed bids for the implementation of the:**

**AMERICAN RECOVERY AND REINVESTMENT ACT  
PORT SECURITY GRANT PROGRAM  
Federal Project No. 2009-PU-R1-0372**

### **PORT DISTRICT VIDEO SURVEILLANCE SYSTEM EXPANSION**

All bids are to be submitted pursuant to the terms and conditions in this Invitation, the Instructions to Bidders, and all other material contained in the Bid Documents that are taken out by the Bidder.

The project, in general, consists of a qualified firm licensed by the City of St. Louis ("City") providing work as described herein to include furnishing all materials, equipment, tools, and labor and executing all work necessary for the ARRA-PSGP, in strict accordance with all requirements of these specifications and the drawings made a part thereof. Project work includes, but is not limited to, the provision and installation of an expansion to the existing Port of St. Louis surveillance system. The camera additions generally consist of color P/T/Z cameras as well as thermal imaging cameras. Signals shall be transmitted wirelessly to existing fiber optic cable at 3<sup>rd</sup> and Carr owned by the City of St. Louis Streets Department. The Streets Department shall be responsible for patching fiber from 3<sup>rd</sup> and Carr to the SLMPD 911 Center at Clark and Tucker, where the VMS is recorded and monitored.

The 31 existing cameras shall remain operational except for those defined in this Bid Documents which are to be moved or replaced. The existing wireless equipment is Firetide 6000 series radios, and those shall remain. The new cameras north of the Eads Bridge shall communicate via Firetide 7000 series radios and the two meshes shall not communicate with each other except for where they are managed at the VMS.

The Bidders are expected to familiarize themselves with the Project site prior to submission of bids.

**Bids will be received by the Authority at the address below until 3:00 P.M. (St. Louis time) on November 30, 2011 at which time all bids shall be publicly opened:**

St. Louis Development Corporation  
Attention: Mr. Otis Williams  
1015 Locust Street, Suite 1200  
St. Louis, Missouri 63101

Potential Bidders must obtain from the Authority at the above address Bid Documents for fifty dollars (\$50.00) per set, paid for by check made payable to the "St. Louis Development Corporation," which amount is non-refundable.

The time for completion of the project is ninety (120) calendar days from date of Notice to Proceed.

Liquidated damages are five-hundred dollars (\$500.00) per calendar day.

Bidders must qualify in order to be eligible to bid by submitting complete and acceptable documentation and information as required in these Bid Documents. Bidders who do not qualify by reason of insufficient experience, resources, equipment, or other causes will be notified.

This Contract is subject to State of Missouri Prevailing Wage Laws. Not less than the prevailing wage rate must be paid to all workers performing work under this Contract. Refer to the "Special Instructions to Bidders" section for more information.

Participating contractors shall also insure that employees and applicants for employment are not discriminated against because of their race, sex, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry. Additionally, participating contractors shall take affirmative action in the employment of lower income residents of the City.

The maximum utilization of minority and women-owned business enterprises (M/WBE) will be sought for all work proposed in this Project, with goals of 25% minority-owned and 5% women-owned business enterprise utilization. Participating contractors must submit reports to the Authority, on forms approved by the Authority, which demonstrate contractors' good faith efforts to achieve said goals. Refer to the "Special Instructions to Bidders" section for more information.

The Authority reserves the right to reject any and all bids, and the right to waive any informalities in the bidding. No bid shall be withdrawn for a period of ninety (90) calendar days subsequent to the opening of bids without the express written consent of the Authority.

City of St. Louis Port Authority  
St. Louis Development Corporation

## **INDEX**

<b><u>SECTION</u></b>	<b><u>PAGE #</u></b>
INVITATION FOR BID	i
INDEX	iii
PROJECT INFORMATION	5
INSTRUCTION TO BIDDERS	11
FORM OF BID PROPOSAL	29
BID FORM	31
APPENDIX	37
 <b><u>COMPLIANCE DOCUMENTS &amp; FORMS</u></b>	
A. NON-COLLUSIVE AFFIDAVIT	
B. MISSOURI DIVISION OF LABOR STANDARDS – ANNUAL WAGE ORDER NO. 16	
C. DAVIS BACON ACT – FEDERAL PREVAILING WAGE DETERMINATION	
D. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) INSTRUCTIONS AND FORMS	
E. MAYOR’S EXECUTIVE ORDER #44	
F. NOTICE AND INSTRUCTIONS REGARDING UNAUTHORIZED ALIEN EMPLOYMENT	
G. TAX VERIFICATION FORM (CBI CLEARANCE)	
H. STATEMENT OF QUALIFICATIONS – PRIME CONTRACTOR	
I. STATEMENT OF QUALIFICATIONS - SUBCONTRACTOR	
 <b><u>SCOPE OF WORK, DRAWINGS &amp; SPECIFICATIONS</u></b>	
J. CONTRACTOR’S WORK	
K. DRAWINGS	
• SLDC-SEC-0000-COVER	
• SLDC-SEC-0001-SYMBOLS	
• SLDC-SEC-6500 - Riser Diagram	
• SLDC-SEC-6501- Riser Detail #1	
• SLDC-SEC-6502 - Riser Detail #2	
• SLDC-SEC-6503 - Casino Antenna Mounting Detail	



## **PROJECT INFORMATION**

### **1. GENERAL PROJECT DESCRIPTION**

- a. Acronyms used in this document:
  - i. SLDC: St. Louis Development Corporation
  - ii. SLFD: St. Louis Fire Department
  - iii. SLMPD: St. Louis Metropolitan Police Department
  - iv. AHJ: Authority Having Jurisdiction
  - v. P/T/Z: Pan/Tilt/Zoom
  - vi. VMS: Video Management System
  - vii. NPS: National Park Service
  - viii. USCG: United States Coast Guard
  - ix. VPN: Virtual Private Network
  - x. VMS: Video Management System
- b. Terms used in this document:
  - i. Authority: St. Louis Development Corporation
  - ii. Contractor: Firm selected by the Authority to complete the work described herein
  - iii. The terms “St. Louis Streets Department” and “Traffic Department” are used interchangeably.
- c. This Request for Proposal consists of the provision and installation of an expansion to the existing Port of St. Louis surveillance system. The camera additions generally consist of color P/T/Z cameras as well as thermal imaging cameras. Signals shall be transmitted wirelessly to existing fiber optic cable at 3<sup>rd</sup> and Carr owned by the City of St. Louis Streets Department. The Streets Department shall be responsible for patching fiber from 3<sup>rd</sup> and Carr to the SLMPD 911 Center at Clark and Tucker, where the VMS is recorded and monitored.
- d. The 31 existing cameras shall remain operational except for those defined in this Bid Documents which are to be moved or replaced.
- e. Work locations are as follows:
  - i. 3<sup>rd</sup> and Carr-Radio and fiber optic backhaul point
  - ii. SLMPD 911 Center- Head end/ Primary Monitoring
  - iii. St. Louis Emergency Management at the Soldier’s Memorial-Monitoring, fiber patch point
  - iv. USCG- Monitoring by VPN
  - v. NPS- Monitoring by VPN
  - vi. Hotel Lumiere- Radio relay point
  - vii. Lumiere Casino Garage-Radio relay point
  - viii. Port Cochere (Old Admiral Casino Site)-Cameras, radio
  - ix. Light poles as used for cameras on the riverfront-Cameras, radio
  - x. Trigen-cameras, radios
  - xi. Lumiere Place Casino Surveillance Monitoring Center

- xii. 212 Morgan Street (Morgan Street Brewery)
- xiii. Traffic Dept. enclosure at 3<sup>rd</sup> and Washington
- xiv. Riverfront light pole #26

- f. Contractor shall be experienced in large IP based surveillance systems as well as wireless surveillance systems. Contractor shall submit 3 references including system descriptions with this proposal. Contractor shall have installed a minimum of two similar systems and shall have a minimum of two years experience and a minimum of three service technicians that are based within 75 miles of St. Louis.
- g. Existing platform is OnSSI NETDVMS. Contractor shall upgrade system to OnSSI Ocularis or change the platform to Genetec, Milestone or similar. Should the solution be Ocularis, Contractor should contact OnSSI for possible 50% credit on new software and per camera licensing based on existing software and licensing. The platform solution shall control all cameras, existing as well as new. Contractor shall be responsible for furnishing required hardware such as a new server, if required, for their proposed solution. This system is on its own network and does not interface with the SLMPD network. Expansion of this system shall remain only on this network with the qualification that the system shall be accessible via VPN connection.
- h. Cameras shall be recorded at 7.5 fps, recording on motion only, archived for 30 days.
- i. As determined by Contractor, Contractor shall utilize software manufacturer's onsite services, including installation and configuration assistance and end user and administrator training.
- j. Authority shall be responsible for obtaining approval from all required building Authorities including approval of exact mounting locations.
- k. 120V AC power is available at all locations.
- l. The wireless design conducted for this implementation included visual path analysis only.
- m. Contractor shall configure the system so that other agencies such as NPS AND USCG shall be able to view cameras from this system via a VPN connection. Authority shall coordinate for a high speed internet connection at the SLMPD 911 center video rack. Contractor shall be responsible for furnishing and configuration of a firewall. Contractor shall furnish and install any required software at the VPN viewing locations. Hardware at VPN viewing locations shall be furnished and installed by others.
- n. Materials and quantities described herein are intended as design guidelines to accomplish a complete and functional wireless mesh CCTV system. Contractor shall provide all materials, installation, diagnostic software, tuning and training needed to deliver the performance of the CCTV system specified. Submittals are not required for any materials referenced by specific model number in the Bid Documents. Submittals are required for all items not referenced in the Bid Documents or with different part numbers that what is specified. Contractor shall provide documentation of all system software configuration parameters that were set at the time of system commissioning.



- o. It is possible that temporarily, power will not be available to the existing riverfront cameras and nodes due to the river level. Scheduling of work at these locations shall be dependent on available power. This shall not impede work being performed at locations such as Porte Cochere, Trigen, 3<sup>rd</sup> and Carr, Hotel Lumiere, Lumiere Casino Garage and SLMPD 911 center.
- p. Contractor shall notify the Authority at least one week in advance that monitoring personnel from the Downtown Partnership shall not be required to be present for a defined time frame when camera views are not available as the system expansion is being installed. At time of notification, Contractor shall notify Authority of expected duration where system will not be operational.
- q. The Contractor shall submit a bid which requires no further future system licensing or recurring fees for perpetual use of the system, although the Authority may choose to accept future, optional support agreement(s). Future licensing fees for additional cameras are acceptable, but Contractor shall include additional individual camera licensing fees and licensing options with bid.
- r. This document, together with the Drawings comprises the Scope of Work. All items necessary to make the systems involved complete and workable are part of such Work.

## 2. GENERAL REQUIREMENTS

- a. Contractor shall provide all necessary management, supervision, labor, equipment, tools, transportation, safety supplies, materials, and other items of every type necessary to completely, correctly and with the highest degree of care complete this scope of work.
- b. Contractor shall furnish a Project Management Team responsible for the total coordination, planning, scheduling, reporting, tracking and execution of this Scope. A representative having full authority to act on behalf of the Contractor shall be on site any time work within this scope is being performed.
- c. Contractor shall check all associated documents against the revision number and dates as listed in the Scope of Work. Contractor shall inform Authority in writing in case of discrepancies and shall obtain the correct document as listed in this Scope of Work
- d. Contractor will provide its own storage trailer for construction materials, tools and equipment. If requested, the Authority will assist the Contractor in finding a suitable site for locating a small trailer during construction.
- e. Contractor shall verify all locations, dimensions, and elevations in the field. The final locations of all equipment must be coordinated with the Authority.
- f. All newly installed system wiring shall be labeled on both ends with identification tag equal to Brady PTL-42-439 and nomenclature that is consistent with the wiring terminals on the as-built drawings. Labels shall be pre-printed and permanently affixed to the outer

jacket of each cable. All existing wiring shall be labeled prior to being removed from equipment such that the functionality of each conductor in the control panel is identified.

- g. During installation and prior to final acceptance, Contractor shall clean work areas from any debris or hazards generated during the job, so that adequate protection for the new equipment being installed and adequate protection for the systems being modified is provided to protect them from unnecessary damage and deterioration.
- h. Contractor shall comply with Manufacturer's instructions, recommendations and local code requirements for installation of product in the applications indicated. Contractor shall have certified technicians supervising all interface wiring to equipment. All work shall be done in a workmanlike manner. All products shall be anchored securely in place, accurately located, and aligned with other work.
- i. The Contractor shall obtain and pay for any permits and licenses required for the system installation and the performance of any other services specified in the Bid Documents, and shall post all notices required by law and comply with all laws, ordinances, and regulations bearing on the conduct of the work as specified herein. All equipment shall be under one permit. Contact information for obtaining permit is:

Jerry Feagans  
City of St. Louis, Building Division  
Electrical Inspection & Examiners  
St. Louis City Hall, Room 425  
1200 Market Street  
St. Louis, Missouri 63103-2826  
(314) 622-3325
- j. Any delays or interruptions of Authority's operations caused by the Contractor shall be scheduled with Authority and have the prior written approval of Authority. Contractor shall be liable to Authority for losses incurred as a result of any delays or interruptions not scheduled and approved by Authority in writing.
- k. Contractor shall be liable and responsible for any damage to Authority's facility, equipment or other property caused by Contractor or Contractor's Agent(s) during system installation or subsequent warranty/maintenance service.
- l. Contractor shall supply the necessary manpower to provide daily cleanup of installation areas. This cleanup is extremely important to Authority and the Contractor shall be responsible to satisfy Authority's housekeeping requirements.
- m. Contractor shall furnish and install all conduit, wire, terminal boxes, junction boxes and construction materials. Contractor shall install all new system components as indicated in the Contract Documents, including the drawings, and in accordance with applicable codes.
- n. Contractor shall design conduit, wire way and/or cable tray installation based on the Drawings and electrical installation guidelines. Contractor shall coordinate electrical

- o. Contractor shall perform wiring and other work required inside control cabinets as identified on security schematics, in addition to field wiring identified on security interconnection diagrams.
- p. Contractor shall not deviate from requirements without prior approval from Authority's representative. Before deviation will be considered, Contractor shall submit to Authority the reason for deviation and all appropriate data sheets required to verify that substitute equipment or materials meet requirements.
- q. Contractor shall be responsible for all parking fees.

### 3. WARRANTY

- a. Contractor shall provide a two year parts and labor warranty which begins after system commissioning and Authority acceptance of installation. Service call shall be conducted during normal business hours (8:00 a.m. to 5:00 p.m.) Contractor shall respond to all service calls within two hours of first phone call and be on site within four hours. As base OnSSI SUPs end 30 days after Contractor software purchase, one additional year has been added as part of this request.
- b. Twenty two (22) months after system acceptance, Contractor shall conduct a warranty completion re-commissioning and shall resolve all problems which are under warranty. This re-commissioning shall be performed in the presence of Owner/Owner's Representative.

### 4. PROVIDED DRAWINGS

Note: Revisions to one or more of the drawings may be necessary as determined by late changes required in the scope of work. Drawings will be provided as they become available. Contact Rob Orr at [OrrR@stlouiscity.com](mailto:OrrR@stlouiscity.com) for more information and to request notification of any such drawings.

<b><i>DRAWING NUMBER</i></b>	<b><i>TITLE</i></b>	<b><i>DATE</i></b>
SLDC-SEC-0000-COVER	Cover Sheet	8-22-11
SLDC-SEC-0001-SYMBOLS	Symbols Legend	8-22-11
SLDC-SEC-6500	Riser Diagram	10-24-11
SLDC-SEC-6501	Riser Detail #1	8-22-11
SLDC-SEC-6502	Riser Detail #2	8-22-11
SLDC-SEC-6503	Casino Antenna Mounting Detail	8-22-11



## **INSTRUCTIONS TO BIDDERS**

### **1. BID DOCUMENTS**

- a. A complete set of Bid Documents will be available for review at no cost Monday through Friday at the following locations from 9:00 a.m. until 5:00 p.m.

City of St. Louis Port Authority  
1015 Locust, Suite 1200  
St. Louis, Missouri 63101  
314-622-3400

MOKAN  
5261 Delmar, Suite B  
St. Louis, MO 63108  
Phone: 314-454-9675  
Fax: 314-361-9806  
<http://mokanccac.org>  
E-mail: [mokan@stlouis.missouri.org](mailto:mokan@stlouis.missouri.org)

Contractors Assistance Program (CAP)  
6330 Knox Industrial Drive, Suite 101  
St. Louis, Missouri 63139  
314-645-3298  
E-mail: [cap@stlouis.missouri.org](mailto:cap@stlouis.missouri.org)

- b. Potential Bidders may obtain a full package of Bid Documents for fifty dollars (\$50.00) per set, paid for by check made payable to the "St. Louis Development Corporation," which amount is non-refundable. The package of Bid Documents are available for purchase from 9:00 a.m. until 5:00 p.m. at the address below:

City of St. Louis Port Authority  
1015 Locust, Suite 1200  
St. Louis, Missouri 63101  
314-622-3400

### **2. INTERPRETATIONS**

- a. No oral interpretation will be made to any Bidder as to the meaning of the Bid Documents or any part thereof.

- b. Every request for interpretation shall be made in writing to:

Mr. Rob Orr  
St. Louis Development Corp.  
1015 Locust Street, Suite 1200  
St. Louis, Missouri 63101  
E-mail: [OrrR@stlouisacity.com](mailto:OrrR@stlouisacity.com)

- c. Any inquiry received seven (7) or more calendar days prior to the date fixed for opening of bids will be given consideration.
- d. Every interpretation made to every Bidder will be in the form of an Addendum to the Bid Documents, and, when issued, will be on file in the office of the Authority at least three (3) calendar days before the date bids are opened.
- e. Upon request, all Addenda will be mailed to each potential Bidder who purchase a set of Bid Documents from the Authority. Every effort will be made to notify bidders of any such Addenda, but it shall be solely the Bidder's responsibility to ascertain whether Addenda have been issued.
- f. Authority reserves the right to not answer any or all questions as deemed appropriate by Authority.
- g. Bidders must identify any proprietary information in any question that should be removed prior to Authority providing their response.

### **3. SCHEDULE OF ACTIVITIES**

<b><u>Activity</u></b>	<b><u>Completion Date</u></b>
Issue Invitation for Bid	11/4/2011
Mandatory Pre-Bid Conference	11/17/2011(tentative)
Bids Due	11/30/2011
Award Project	12/9/2011
Issue Notice to Proceed	1/2/2012
Work Completed	4/30/2012

### **4. PROPOSAL SUBMISSION**

- a. All Bids must be submitted in triplicate on forms supplied by the Authority and shall be subject to all requirements of the Bid Documents, including Drawings, and these "Instructions To Bidders." All Bids must be regular in every respect and no

interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

- b. Sealed completed bids must be delivered to the following address:

St. Louis Development Corporation  
Attention: Mr. Otis Williams  
1015 Locust Street, Suite 1200  
St. Louis, Missouri 63101

- c. Bidder must identify their Bid by including “ARRA-PSGP” on the envelope. The proposal must be signed by an authorized representative of the Bidder.
- d. Prior to the submission of a Bid(s), Bidder shall make and be deemed to have made a careful examination of the scope of the Bid Documents. Bidder should become informed as to the requirements detailed in the Bid Documents and will be required to comply with all applicable codes and regulations.
- e. The Authority shall interpret the Contractor’s act of submitting a Bid to the Authority to mean that the Contractor has satisfied himself as to the quantities and has ascertained at the site by inspection, investigation, measurement, or otherwise, all circumstances affecting the cost of performing the work.
- f. Bidders have the sole responsibility for delivery of their Bid on or before the deadline. Proposals received after the time specified will be considered late and will be disqualified.
- g. The Authority may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached, and, in its sole discretion, may reject any Bid or Bids, so altered or changed.
- h. To facilitate evaluation, one (1) electronic copy of bid is required.
- i. Bidder’s response to this Invitation to Bid becomes the property of the Authority. Regardless of the Bidder selected, Authority reserves the right to use any information presented in this proposal to Authority’s benefit.
- j. Proprietary information submitted with any Bid must be identified by the Bidder.

- k. Authority reserves right to accept or reject any submittal/bid when, by their judgment, submittal is not complete or is inconsistent with the Bid Document requirements.
- l. In the event it becomes necessary to revise any part of the Bid Documents, a written addendum will be provided to all Bidders who notify the Authority of its intention to bid at least five business days prior to the proposal due date. Any written addendum required under the terms set forth in the Bid Documents shall be given and be deemed to have been duly served sent electronically via email to the designated representative of the Bidder.

## **5. PRE-BID CONFERENCE**

A **mandatory** pre-bid conference is tentatively scheduled for the morning of Thursday, November 17. Send an e-mail to Rob Orr, [OrrR@stlouiscity.com](mailto:OrrR@stlouiscity.com), to receive notices about the pre-bid conference.

## **6. INSPECTION OF PROJECT SITE**

- a. Each Bidder shall visit the site of the proposed work and become acquainted with the existing conditions therein relating to construction and labor, and should fully inform itself as to the facilities involved and the difficulties and restrictions attending the performance of the Contract.
- b. The Bidder shall thoroughly examine and become familiar with all parts of the Bid Documents and Drawings.
- c. The successful Bidder, by the execution of the Contract, shall in no way be relieved of any obligation due to its failure to receive or to examine any form or legal instrument, or failure to visit the site and become fully acquainted with the conditions there existing; the Authority will be justified in rejecting any claim based on facts which the Bidder could have noted upon a thorough examination of all accessible aspects of the site as defined by the Engineer, Bid Documents, and Drawings.

## **7. ALTERNATIVE BIDS**

Alternate Forms of the Bid Proposal will not be considered.

## **8. CORRECTIONS**

Erasures or other changes in the Bid Forms must be explained or noted over the signature of the Bidder. Failure to comply with this may result in the disqualification of the Bid submitted.



## **9. TIME FOR RECEIVING BIDS**

- a. Bids received prior to the advertised hour of opening will be kept sealed. The representative of the Authority whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered.
- b. No responsibility will be attached to the Authority for the premature opening of a Bid not properly addressed and identified.
- c. Bidders are cautioned to allow ample time for transmittal of Bids by mail or otherwise. Bidders should secure correct information relative to the probable time of arrival and distribution of mail at the place where Bids are to be opened; and, so far as practicable, make due allowance for possible delays in order to avoid the necessity for investigations of claims that such delays in receipt of Bids were due solely to delay in the mail, as provided for in this section.
- d. Faxes will not be considered.

## **10. OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the Authority will cause to be opened and publicly read aloud, every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and interested parties may be present.

## **11. WITHDRAWAL OF BIDS**

Bids may be withdrawn on written request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening. Negligence on the part of the Bidder in preparing his Bid confers no right of withdrawal or modification of his Bid after such Bid has been opened.

## **12. REJECTION OF BIDS**

- a. The Authority reserves the right to reject the Bid of any Bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; or who is not in a position to perform the Contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, material suppliers, or employees. In determining a lowest responsible, responsive Bidder, the following elements, in addition to those above mentioned, will be considered: whether the Bidder involved:
  - i. maintains a permanent place of business;
  - ii. has adequate plant equipment available to do the work properly and expeditiously;

- iii. has suitable financial resources to meet the obligations incidental to the work;
  - iv. has appropriate technical experience; and
  - v. meets the EEO and M/WBE goals of the Contract.
- b. The Authority reserves the right to consider as unqualified to do the work specified any Bidder who does not habitually perform with his own forces the major portions of the work involved in the Bid Documents.
- c. The ability of the Bidder to obtain a Performance Bond shall not be regarded as the sole test of such Bidder's competency or responsibility.

### **13. UNIT PRICES**

The unit price for each of the items in the proposal of each Bidder shall include its prorated share of overhead and profit so that the sum of the products obtained, by multiplying the quantities shown for each item by the unit price bid, represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. Unbalanced unit prices/lump sum amounts in the Bid are subject to unilateral adjustment by the Authority, before or after contract execution. Unilateral adjustment(s) will not affect the total Bid.

### **14. AWARD OF CONTRACT**

- a. The Contract will be awarded to the responsible, responsive Bidder submitting the lowest Bid complying with all of the conditions and provisions of the Bid Documents, provided the Bid is reasonable and it is in the interest of the Authority to accept the Bid. A Bidder to whom an award is made will be notified at the earliest practicable date.
- b. The Authority, however, reserves the right at its sole discretion to reject any and all Bids and to waive any informality in the Bids received. This includes, but is not limited to, the failure of a Bidder to make reasonable good faith efforts to demonstrate the ability to meet the City's M/WBE goals prior to Bid opening.

### **15. NATURE OF BIDDER**

The Bidder shall provide information to the Authority with its Bid as to its nature: corporation, partnership, joint venture, etc. Any group of respondents desiring to join together for purposes of bidding on this Contract shall form either a joint venture or partnership to be eligible to bid on this Project. If the Bidder is a joint venture or partnership, it must submit with its bid a copy of the Contract creating same.

## **16. BIDDER'S QUALIFICATIONS**

The Authority shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish the Authority all such information and data for this purpose, as the Authority may request. The Authority reserves the right, in its sole, unrestricted discretion to reject any Bid where an investigation of the evidence or information does not satisfy the Authority that the Bidder is qualified to carry out properly the terms of the Bid Documents.

## **17. BID GUARANTY**

- a. The Bid must be accompanied by a Bid Guaranty which shall equal five (5) percent of the amount of the Bid, and at the option of the Bidder, may be a Certified Check, Bank Draft, or a Bid Bond. The Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such company in said Circular 570. The practice of multiple sureties joining together to issue satisfactory Bond, shall not be allowed. No Bid will be considered unless it is so guaranteed. Certified Check or Bank Drafts must be made payable to the order of the St. Louis Development Corporation. Cash deposits will not be accepted. The Bid Guaranty shall ensure the execution of the contract and the furnishing of Performance and Payment Bond by the successful Bidder, all as required by the Bid Documents. Bid Bonds must be submitted in triplicate.
- b. Revised Bids, whether forwarded by mail, fax or telegram, if representing an increase in excess of two (2) percent of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise the original Bid shall remain in force.
- c. In case the Bid Guaranty is in the form of a Certified Check or Bank Draft, the Authority may make such disposition of the same as will accomplish the purpose for which submitted.

## **18. NON-COLLUSIVE AFFIDAVIT**

- a. Each person or corporation submitting a Bid for the work contemplated in the Bid Documents, shall execute an affidavit in the form herein provided in Appendix A, to the effect that it has not colluded with any other person, firm or corporation in regard to any Bid submitted. Such affidavit shall be attached to the Bid in triplicate.
- b. Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor to the Authority, with an attached executed Non-Collusive Affidavit A.

## **19. PERFORMANCE AND PAYMENT BOND; EXECUTION OF CONTRACT**

- a. Subsequent to the award and within seven (7) working days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Authority a contract.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, a successful Bidder shall, within the period specified in Paragraph "A" above, furnish a Performance and Payment Bond in a penal sum of at least 100% of the amount of the Contract as awarded, as security for the faithful performance of the Contract and for the payment of all persons, firms, or corporations to whom the successful Bidder may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such Bond shall be in substantially the same form included in the Bid Documents and shall bear the same date as, or a date subsequent to, the date of the Contract. This Bond shall be signed by a guaranty or Surety Company listed in the latest issue of U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.
- c. The practice of multiple sureties joining together to issue satisfactory Bond, shall not be allowed.
- d. On each Bond, the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such Bond.
- e. The failure of the successful Bidder to execute such Contract and to supply the required Bond within seven (7) working days after the prescribed forms are presented for signature, or within such extended period as the Authority may grant based upon reasons determined adequate by the Authority, shall constitute a default, and the Authority may either award the Contract to the next lowest responsive Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Guaranty. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the Authority for a refund.

## **20. WAGES AND SALARIES**

- a. This Contract is subject to State of Missouri Prevailing Wage Laws. Not less than the prevailing wage rate must be paid to all workers performing work under this Contract. The contractor will forfeit a penalty of \$100 per day (or portion thereof) if a worker is paid less than the prevailing wage rate for any work done under this Contract by the contractor or subcontractor.

- b. Missouri prevailing wages are provided in Appendix B. For more information, refer to Chapter 290 (“Wages, Hours and Dismissal Rights”) of the Missouri Revised Statutes at <http://www.moga.mo.gov/statutes/chapters/chap290.htm> or contact:

Missouri Dept. of Labor and Industrial Relations  
Division of Labor Standards  
Attn: Prevailing Wage Section  
PO Box 449  
Jefferson City, MO 65102-0449  
573-751-3403  
[www.labor.mo.gov/DLS](http://www.labor.mo.gov/DLS)  
E-mail: [prevailingwage@labor.mo.gov](mailto:prevailingwage@labor.mo.gov)

- c. Any worker classification not included in Appendix B shall be brought to the Authority’s attention immediately by the Bidder.
- d. This Contract is subject to Federal Labor Standards Provisions and the Davis Bacon Act which include minimum wage requirements. Federal minimum wage rates (“Wage Determination”) are provided in Appendix C.
- e. Where the Federal and State rates differ for the same classification, the contractor is required to pay the higher rate.
- f. The rates of pay requirements set forth in the Bid Documents are the minimum rates to be paid during the life of the Contract. It is, therefore, the responsibility of Bidders to inform themselves as to the local labor conditions, such as the length of the work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

## **21. EQUAL EMPLOYMENT OPPORTUNITY**

- a. Contractor agrees that in performing under this Contract neither the Contractor nor anyone under Contractor’s control will permit discrimination against any employee, worker, or applicant for employment because of race, sex, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry. Such action shall include but not be limited to any action or to bar, employ, upgrade, or recruit; expel, discharge, demote, or transfer; layoff, terminate, or create intolerable conditions; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. Contractor, during its performance under this Contract, will in all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive meaningful consideration for employment without regard to race, sex, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry. The Contractor will not make any inquiry in connection with prospective employment which expresses directly or

indirectly any limitation specification or discrimination because of race, sex, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry.

- c. Contractor will permit reasonable access by the Authority to such persons, reports, and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- d. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, or to furnish information or permit his books, records, and accounts to be inspected, within twenty-one (21) calendar days from date requested, this Contract may be cancelled, terminated, or suspended in whole or part and Contractor may be declared ineligible for further Authority Contracts for a period of one year, by the option of the Authority. In the event this Contract is cancelled, terminated, or suspended for failure to comply with fair employment practices, the Contractor shall have no claims against the Authority for damages as a result of such cancellation, termination or suspension.
- e. Contractor further agrees that these clauses "A-D" on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Contractor in all Contracts or agreements entered into with suppliers of materials or services, Contractors, and subcontractors and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this Contract.
- f. Whenever the Contractor is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with the clauses, "A" through "E", of these provisions relating to fair employment practices, such Contractor shall notify the General Counsel of Authority in writing of such suit or threatened suit within fourteen (14) calendar days.

## **22. UTILIZATION OF MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE)**

- a. The City of St. Louis is committed to involving Minority and Women-owned Business Enterprises (M/WBE) firms in meaningful roles. It is the policy of the Authority that M/WBE firms shall have an equal opportunity to participate in the performance of this contract. The Mayor's Executive Order 28 has established goals of 25% MBE and 5% WBE participation. A Bidder who, in accordance with the documentation requirements of this specification, has achieved the 25% MBE and 5% WBE goals shall be in compliance with this specification.
- b. Contractor will work with the City's Disadvantaged Business Enterprise (DBE) Program Office located at the St. Louis Airport to monitor M/WBE participation. A current

directory containing the names of firms that have been certified as eligible to participate as M/WBEs on City contracts can be obtained from the DBE Program Office. The Authority will only count towards the M/WBE goals firms who, at time of Bid Opening, are certified by the DBE Program Office. Bidders should contact the DBE Program Office at 314-551-5000 to verify the status of a firm's certification. The M/WBE Directory is also accessible at [www.mwdb.org](http://www.mwdb.org).

- c. A Bidder who cannot achieve the 25% MBE and 5% WBE goals must provide documentation of the reasonable good faith efforts to meet the goal(s) and request a waiver from the goal(s), as prescribed in this specification. In such an instance the Bidder must be able to demonstrate that the required "good faith efforts" were initiated prior to submittal of the Bid. If the Bidder cannot demonstrate such "good faith efforts", to the satisfaction of the Authority, the Bid will be rejected as non-responsive.
- d. M/WBE forms and additional information are provided in Appendix D.
- e. **Pre-Contract Award Obligations**
  - i. Each Bidder will be required to submit the M/WBE Utilization Plan (Appendix D) with its Bid. Failure to submit the M/WBE Utilization Plan as required herein will result in the Bid being rejected as non-responsive.
  - ii. The apparent low Bidder and all other Bidders still desiring to be considered for contract award must submit the M/WBE Utilization Plan, the Subcontractor List, the Good Faith Efforts Report and Statement, a copy of the bid solicitation to all subcontractors and, where appropriate, a request for waiver, by close of business two (2) working days after Bid Opening. Firms bidding as a joint venture must submit a fully executed copy of the joint venture Contract at this time. Failure to submit each of the aforementioned documents will render a Bid non-responsive.
  - iii. To establish a Bid as responsive, the Bidder must document on the M/WBE Utilization Plan the proposed utilization of M/WBE participants to achieve the stated goal or document on the Good Faith Efforts Report and Statement the good faith efforts expended by the Bidder prior to Bid Opening to utilize M/WBE firms. The documentation requirements are further outlined in Appendix D. For the purpose of determining the degree of goal attainment, the Bidder should refer to Section Four, "Public Works Contracts" of Mayor's Executive Order #44.
- d. **Requests for Waiver**
  - i. If the M/WBE Utilization Plan does not meet the project goals, the Bidder shall seek a partial or total waiver of the project goals. The application for waiver of all or part of the project goals shall include full documentary evidence of the Bidder's good faith efforts to meet the project goals and why the request for waiver should be granted.

- ii. The application shall be in writing and submitted within 48 hours after Bid Opening.
- iii. The application must include a narrative, affidavits or exhibits which verify the actions taken by the Bidder to meet the project goals.

e. **Post Contract Award Compliance**

- i. Within fifteen (15) calendar days after the Pre-Construction Conference, fully executed copies of each M/WBE subcontract must be submitted to the Authority. If a Bidder fails to submit the required documentation within the specified time period, the Authority may withdraw the Notice of Award and the Bid Security of that Bidder may be forfeited to the Authority. In any event, the Authority will not issue a Notice to Proceed until the required documentation is submitted.
- ii. During construction the Contractor shall submit the Record of Payment to Subcontractors, Material Suppliers and Other Vendors form to the Authority each month. Changes to the approved M/WBE Utilization Plan will be considered by the Authority only for one of the following reasons:
  - 1. The named M/WBE firm is unable to meet the delivery requirements of the construction schedule.
  - 2. The named M/WBE firm is dilatory in complying with the requirements of the Bid Documents.
  - 3. The named M/WBE firm is prevented from performing due to bankruptcy, insolvency or otherwise.
- iii. The Contractor shall promptly report any and all proposed changes in the utilization of M/WBE firms to the Authority, in writing, using the Subcontractor or Supplier Substitution Form included in Appendix D.
- iv. Reporting Requirements. The Contractor shall keep such records as are necessary for the City to determine compliance with the M/WBE contract obligations. The Contractor shall submit monthly reports on M/WBE involvement. At the conclusion of each billing period, the Contractor shall submit the Monthly DBE Utilization Report to the City to verify actual payments to the M/WBE for the previous month's reporting period. These reports are required regardless of whether or not M/WBE activity has occurred in the monthly reporting period. When requested, the Contractor shall submit all subcontracts and other financial transactions executed with the M/WBE in such form, manner and content as prescribed by the City.
- v. Upon completion of all M/WBE participation and prior to final payment, the Contractor shall submit the M/WBE Utilization Final Report to the City detailing all M/WBE subcontract payments and a completed Certification of Actual M/WBE Utilization for each M/WBE sub-contractor utilized. When the actual amount paid to an M/WBE is less than the award amount, a complete explanation of the differences is required. If the agreement is not met, documentation



supporting good faith efforts shall be submitted. Failure to submit the required reports will result in the withholding of partial payments to the Contractor until the reports are submitted. All payments due sub-contractors which affect Agreement goal attainment, including retainage, shall be paid by the Contractor before the City releases the contract/retainage bond.

- vi. The City reserves the rights to audit, investigate, monitor and/or review actions, statements and documents submitted by any contractor, subcontractor or M/WBE at any time.

## **23. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

Prior to contract execution and as a condition of final award, the selected Contractor shall by sworn Affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this project. The Contractor shall sign an Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this project pursuant to the provisions of Sections 285.525 through 285.555 of the revised Statutes of Missouri, 2000, as amended. Notice and instructions regarding the requirements of this provision are included in Appendix F.

## **24. COMPLIANCE WITH FEDERAL CIVIL RIGHTS LAWS AND REGULATIONS**

The grantee is required to comply with Federal civil rights laws and regulations. Grantees must comply with all regulations, guidelines, and standards adopted under the below statutes. The grantee is also required to submit information, as required, to the DHS Office for Civil Rights and Civil Liberties concerning its compliance with these laws and their implementing regulations. Specifically, the grantee is required to provide assurances as a condition for receipt of Federal funds that its programs and activities comply with the following:

- a. **Title VI of the Civil Rights Act of 1964, as amended, 42. U.S.C. 2000 et. Seq.:** No person on the grounds of race, color or national origin will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program or activity receiving Federal financial assistance.
- b. **Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794:** No qualified individual with a disability in the United States, shall, by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity receiving Federal financial assistance.
- c. **Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.:** Discrimination on the basis of sex is eliminated in any education program or activity receiving Federal financial assistance.

- d. **The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.:** No person in the United States shall be, on the basis of age, excluded from participation in, denied the benefits of or subjected to discrimination under any program or activity receiving Federal financial assistance.

## 25. INSURANCE

Contractor shall maintain the following insurance for personal injury, bodily injury, death, accident and property damage (collectively, the "Liability Insurance"): (a) public liability insurance, including commercial general liability insurance, (b) owned (if any), hired, and non-owned automobile liability insurance; and (c) umbrella liability insurance. Liability Insurance shall provide coverage of at least \$1 million per occurrence and \$2 million in the annual aggregate. Liability Insurance shall include coverage for liability arising from independent contractors, contractual liability (including liability assumed under contracts and leases), and products and completed operations. Contractor shall also maintain workers' compensation and disability insurance as Applicable Law requires.

## 26. PRE-BID REQUIREMENTS

The Bidder must fulfill and document each of the following requirements:

- a. Firms that intend to submit a bid must notify both construction clearinghouses listed below of its intention to bid by regular mail, fax, or e-mail no later than **5:00 P.M. (St. Louis, Missouri time) on Monday, November 21, 2011**. The notice shall contain the following at a minimum:
  - i. Name, street address, mailing address (if different from the street address), phone number, and e-mail address of its contact person
  - ii. Identify the specific items of work that may be subcontracted, and expressly encourage M/WBE's to quote those items

Clearinghouses to notify of intention to bid:

MOKAN  
5261 Delmar (at Union), Suite B  
St. Louis, MO 63108  
Phone: 314-454-9675  
Fax: 314-361-9806  
<http://mokanccac.org>  
E-mail: [mokan@stlouis.missouri.org](mailto:mokan@stlouis.missouri.org)

Contractors Assistance Program (CAP)  
6330 Knox Industrial Drive, Suite 101  
St. Louis, Missouri 63139  
314-645-3298  
E-mail: [cap@stlouis.missouri.org](mailto:cap@stlouis.missouri.org)

- b. Register with appropriate agencies of the City. This also applies to partnerships and joint ventures.
- c. Be licensed to conduct business in the City. The Bidder may check with the following:

Michael McMillan, License Collector  
City Hall, Room 102-105  
1200 Market Street  
St. Louis, MO 63103  
314-622-4528  
E-mail: [licensecollectorsoffice@stlouiscity.com](mailto:licensecollectorsoffice@stlouiscity.com)

- d. Have paid all appropriate taxes before the Contract can be approved. The Bidder may contact the following:

Gregory F.X. Daly, Collector of Revenue  
City Hall, Room 106-111  
1200 Market Street  
St. Louis, MO 63103  
314 622-4101  
E-mail: [showerst@stlouiscity.com](mailto:showerst@stlouiscity.com)

- e. Participants in partnerships and joint ventures additionally shall individually have complied with the above requirements.

## **27. BID REQUIREMENTS**

Each Bidder shall submit, in triplicate (3 copies), all of the items listed below. A Bidder who fails to submit fully executed copies of each of the following may be deemed non-responsive.

- a. Bid Form
- b. Non-Collusive Affidavit (Appendix A)
- c. M/WBE Utilization Statement (Appendix D)
- d. Subcontractor List (Appendix D)
- e. Tax Verification Form (Appendix G)
- f. Unauthorized Alien Affidavit (Appendix F)
- g. Statement of Qualifications – Prime Contractor (Appendix H)
- h. Statement of Qualifications – Subcontractor (Appendix I, one for each subcontractor)

**A Bidder who fails to submit fully executed copies of the above documents may be deemed non-responsive.**

## **28. PRE-AWARD REQUIREMENTS**

Within 48 hours following Bid Opening the apparent low Bidder and all other Bidders still desiring to be considered for contract award must submit the documents listed below. A Bidder who fails to submit fully executed copies of these documents may be deemed non-responsive.

- a. M/WBE Forms (Appendix D)
  - 1. Utilization Plan
  - 2. Notice of Intent to Perform as a Subcontractor and/or Material Supplier
  - 3. Contractor's Good Faith Efforts Report and Statement
  - 4. Request for Waiver of MBE and/or WBE goals, if applicable
- b. Copy of Bid Solicitation to Subcontractors
- c. Executed Joint Venture Contract, if applicable

## **29. PRE-AWARD CONFERENCE**

At the pre-award conference to be scheduled within one week of the bid opening, the apparent low Bidder shall submit, in triplicate (3 copies), the documents listed below. A Bidder who fails to submit fully executed copies of the above documents may be deemed non-responsive.

- a. Certification of Agreed M/WBE Utilization
- b. Subcontractor Participation Form for each proposed Subcontractor:
- c. Detailed Project Schedule

## **30. AWARD REQUIREMENTS**

Successful Bidder ("Contractor") shall submit the following:

- a. Executed Contract
- b. Executed Acknowledgement
- c. Performance and Payment Bond with Power of Attorney
- d. Required Insurance Certificates

### **31. PRE-NOTICE TO PROCEED CONFERENCE**

Contractor shall submit the following:

- a. Copies of all required permits
- b. Subcontractor approval package(s), which include the following:
- c. Subcontractor to execute Non-Collusive Affidavit (executed by each Subcontractor)
- d. Required Subcontractor Insurance Certificates

### **32. NOTICE TO PROCEED**

The Authority will not issue a Notice to Proceed until all documents have been provided as listed and all fully executed copies of M/WBE Subcontracts are received.

### **33. PARTIAL PAYMENT REQUESTS**

For every partial payment request, including the initial request, the following reports must be submitted to the Authority:

- a. Periodic Estimate for Partial Payment, on an acceptable form
- b. Record of Payments to Subcontractors, Material Suppliers and other vendors, in triplicate
- c. Weekly payroll documentation for Prime Contractor and all Subcontractors, in triplicate.
- d. Monthly Manpower Utilization Report.
- e. All documentation and reports needed to fully comply with the Executive Orders of the Mayor of the City of St. Louis
- f. Partial lien waivers for the Contractor and all Subcontractors and Suppliers, for the previous pay period.

### **34. FINAL PAYMENT REQUESTS**

Along with a final payment request, the following reports must be submitted to the Authority:

- a. Required reports for partial payment request (see above paragraph)
- b. Executed Certificate and Release, in triplicate
- c. M/WBE Final Record of Payments Report (Appendix D)
- d. Final lien waivers from Contractor and all Subcontractors and Suppliers
- e. Submit M/WBE Substitution Form if any Subcontractor/Supplier is being replaced on the project (Appendix D)



## **FORM OF BID PROPOSAL**

TO: City of St. Louis Port Authority  
Attention: Mr. Otis Williams  
1015 Locust Street, Suite 1200  
St. Louis, Missouri 63101

1. **General.** The Bidder, having familiarized (himself) (herself) (themselves) (itself) with the existing conditions in the area of the work affecting the cost of the work, with the Bid Documents as prepared by the City of St. Louis Port Authority, 1015 Locust Street, Suite 1200, St. Louis, Missouri 63101, and the Engineers, hereby proposes to furnish at the price indicated on this Bid Proposal, all technical personnel, labor, materials, equipment and services required to perform and complete all work required for the IPP - PORT SECURITY GRANT PROGRAM.
2. **Qualifications.** In order for the Bid to be considered for award of the Contract, the Statement of Qualification Response Forms included in Appendix H must be completed and submitted along with the Bid. Failure to report properly or truthfully any of the required information in this section shall be considered sufficient cause for the Authority's rejection of your Bid or termination of the Invitation for Bid, and in such event, the Authority shall be entitled to recover from the Contractor any damages resulting from such termination.
3. The Bidder has indicated on the BID FORM, in figures, a Price for each of the separate sections called for in the Proposal, and has shown the "Total Bid" which equals the sum of the seven section Prices.
  - a. In the event that a mathematical discrepancy is discovered in the Bid Proposal, the Bidder agrees that any such errors may be corrected by the Authority at its sole discretion. The Bidder agrees that in discrepancies between the Total Bid Price and the sum of the seven section prices, the sectional prices shall govern in making corrections.
  - b. Unbalanced proposals on which the prices for some items are out of proportion to the prices for other items will be considered as sufficient cause for the disqualification of a Bidder and the rejection of its Bid.
  - c. Purchases of tangible personal property and materials to be incorporated into or consumed in the construction of this project **are not subject to Missouri sales tax** and may be made on a sales tax-exempt basis.

- d. The Bidder agrees that the Authority may reject its Bid for any or no reason and award the contract to another party, and hereby waives any claim of damages for same.
- 4. If written notice of acceptance of the above Bid is mailed or delivered to the Bidder within ninety (90) calendar days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the Bidder agrees to execute and deliver a Contract in the prescribed form and to furnish the required bond and insurance within seven (7) calendar days after the Contract is received by it for signature.
- 5. Acknowledge the receipt of addenda, if any, including the Title and Date.
- 6. All Bids must be submitted in triplicate on the forms provided on the following pages and shall be subject to all requirements of the Bid Documents. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.



## **BID FORM**

**Contractor:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

For some sections of this bid form, assumptions must be made as to inclusion of items such as mobilization and equipment rentals such as lifts. For example, there are several work locations on the Riverfront. Mobilization and equipment rental costs shall be included in the first related section, Appendix J, Section 14, and shall not be included in subsequent section costs.

**NOTE: The City of St. Louis Port Authority is exempt from Missouri State Sales Tax. A certificate of exemption will be provided upon award of the contract to the successful bidder.**

**SECTION A:** Refer to Appendix J

### **1. Appendix J, Section 14, Head End-SLMPD 911 Center**

All Contractor furnished material and labor defined in Request for Proposal Dated November 4, 2011. This shall include a one (1) year parts and labor warranty on all Contractor furnished material and labor.

\$ \_\_\_\_\_

### **2. Appendix J, Section 15, Porte Cochere-Old Admiral/President Casino Site**

All Contractor furnished material and labor defined in Request for Proposal Dated November 4, 2011. This shall include a one (1) year parts and labor warranty on all Contractor furnished material and labor.

\$ \_\_\_\_\_

### **3. Appendix J, Section 16, Trigen**

All Contractor furnished material and labor defined in Request for Proposal Dated November 4, 2011. This shall include a one (1) year parts and labor warranty on all Contractor furnished material and labor.

\$ \_\_\_\_\_

**4. Appendix J, Section 17, Hotel Lumiere**

All Contractor furnished material and labor defined in Request for Proposal Dated November 4, 2011.  
This shall include a one (1) year parts and labor warranty on all Contractor furnished material and labor.

\$ \_\_\_\_\_

**5. Appendix J, Section 18, Lumiere Casino Parking Garage**

All Contractor furnished material and labor defined in Request for Proposal Dated November 4, 2011.  
This shall include a one (1) year parts and labor warranty on all Contractor furnished material and labor.

\$ \_\_\_\_\_

**6. Appendix J, Section 19, Third and Carr**

All Contractor furnished material and labor defined in Request for Proposal Dated November 4, 2011.  
This shall include a one (1) year parts and labor warranty on all Contractor furnished material and labor.

\$ \_\_\_\_\_

**7. Appendix J, Section 20, Light Pole #1**

All Contractor furnished material and labor defined in Request for Proposal Dated November 4, 2011.  
This shall include a one (1) year parts and labor warranty on all Contractor furnished material and labor.

\$ \_\_\_\_\_

**8. Appendix J, Section 21, Light Pole #4**

All Contractor furnished material and labor defined in Request for Proposal Dated November 4, 2011.  
This shall include a one (1) year parts and labor warranty on all Contractor furnished material and labor.

\$ \_\_\_\_\_

**9. Appendix J, Section 22, Light Pole #24**

All Contractor furnished material and labor defined in Request for Proposal Dated November 4, 2011.  
This shall include a one (1) year parts and labor warranty on all Contractor furnished material and labor.

\$ \_\_\_\_\_

**10. Appendix J, Section 23, Remaining Riverfront Cameras**

All Contractor furnished material and labor defined in Request for Proposal Dated November 4 , 2011.  
This shall include a one (1) year parts and labor warranty on all Contractor furnished material and labor.

\$ \_\_\_\_\_

**11. Appendix J, Section 24, Emergency Management**

All Contractor furnished material and labor defined in Request for Proposal Dated November 4, 2011.  
This shall include a one (1) year parts and labor warranty on all Contractor furnished material and labor.

\$ \_\_\_\_\_

**12. Appendix J, Section 25, National Parks Service-Old Courthouse**

All Contractor furnished material and labor defined in Request for Proposal Dated November 4, 2011.  
This shall include a one (1) year parts and labor warranty on all Contractor furnished material and labor.

\$ \_\_\_\_\_

**13. Appendix J, Section 26, U.S. Coast Guard Offices-Robert Young Federal Building**

All Contractor furnished material and labor defined in Request for Proposal Dated November 4, 2011.  
This shall include a one (1) year parts and labor warranty on all Contractor furnished material and labor.

\$ \_\_\_\_\_

**14. Appendix J, Section 27, Lumiere Place Casino**

All Contractor furnished material and labor defined in Request for Proposal Dated November 4, 2011.  
This shall include a one (1) year parts and labor warranty on all Contractor furnished material and labor.

\$ \_\_\_\_\_

**15. Appendix J, Section 28, Morgan Street Brewery**

All Contractor furnished material and labor defined in Request for Proposal Dated November 4, 2011.  
This shall include a one (1) year parts and labor warranty on all Contractor furnished material and labor.

\$ \_\_\_\_\_

**SECTION B: Unit Costs**

Contractor shall provide unit material costs on the following items as well as separate costs for installation. Installation costs are to be based on these parts being replacements for identical equipment, where power and communication is existing. Installation costs shall include configuration. These costs shall be valid for 90 days from date of submission.

<b>Item</b>	<b>Flir 427-0032-27-00 Mated Cameras</b>
Material	\$
Installation	\$
<b>Item</b>	<b>Firetide 7020 Radio</b>
Material	\$
Installation	\$
<b>Item</b>	<b>Firetide SW-7000-MIMO License</b>
Material	\$
Installation	\$
<b>Item</b>	<b>Firetide SW-7000-RADIO-1 2<sup>nd</sup> Radio License</b>
Material	\$
Installation	\$
<b>Item</b>	<b>Firetide AP-20-50-MIMO-19 Antenna</b>
Material	\$
Installation	\$
<b>Item</b>	<b>Ditek PVPIP Surge Suppressor</b>
Material	\$
Installation	\$
<b>Item</b>	<b>Panasonic WV-SW395 PTZ Camera</b>
Material	\$
Installation	\$

<b>Item</b>	<b>Video iQ iCST Encoder</b>
Material	\$
Installation	\$
<b>Item</b>	<b>Panasonic WV-SW355 with WV-SW3H</b>
Material	\$
Installation	\$

### **Handheld Thermal Camera**

Contractor shall provide material only pricing for the following handheld thermal imaging cameras, quantity 1 each.

Flir HG-324 with SD Still and Video Storage Capability\$\_\_\_\_\_

Flir HG-307 with SD Still and Video Storage Capability \$\_\_\_\_\_

### **Maintenance/Service Agreement**

Pricing in item #1 shall include a one (1) year parts and labor warranty. Contractor shall submit cost for additional one (1) year parts and labor warranty for all equipment defined in this RFP dated November 4, 2011

\$\_\_\_\_\_

## **SECTION C: Contractor's Solutions**

### **Definition of VPN Firewall**

Contractor shall provide a definition of their plan to implement a VPN firewall.

### **Definition of Software Solution**

Contractor shall define proposed VMS software solution including all components and modules which are included in their base proposal, item #1. Attach additional pages as required.

## APPENDIX A

**NON-COLLUSIVE AFFIDAVIT**

State of Missouri     )  
                                  )SS  
City of St. Louis     )

\_\_\_\_\_ being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_  
of \_\_\_\_\_, the  
party making the foregoing proposal or bid, that such proposal or bid is genuine and not  
collusive or sham; that said bidder has not colluded, conspired, connived or agreed,  
directly, or indirectly, with any bidder or person, to put in a sham bid or to refrain from  
bidding, and has not in any manner, directly or indirectly, sought by Contract or  
collusion or communication or conference, with any person, to fix the bid price of affiant  
or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or  
of that of any other bidder, or to secure any advantage against the St. Louis  
Development Corporation, acting on behalf of the Land Clearance for Redevelopment  
Authority of the City of St. Louis, or any person interested in the proposed contract; and  
that all statements in said proposal of bid are true, that the prices quoted in the attached  
bid are fair and proper and not tainted by any collusion, conspiracy and connivance and  
place responsibility on, in addition to the bidder, its agents, representatives, owners,  
employees, or parties in interest.

Signature of Bidder:

By: \_\_\_\_\_

subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_.

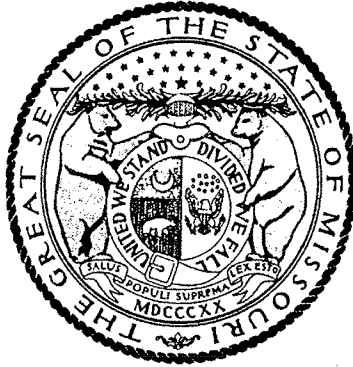


## APPENDIX B

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 18

Section 096

**ST. LOUIS CITY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Carla Buschjost, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2011**

Last Date Objections May Be Filed: **April 11, 2011**

**Prepared by Missouri Department of Labor and Industrial Relations**

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker	10/11		\$36.76	55	60	\$18.81
Boilermaker	6/11		\$31.75	57	7	\$24.56
Bricklayers-Stone Mason	9/11		\$30.30	72	5	\$18.81
Carpenter	6/11		\$33.83	77	41	\$13.25
Cement Mason	6/11		\$27.70	80	6	\$14.56
Electrician (Inside Wireman)	6/11		\$31.00	82	71	\$9.56 + 37.5%
Communication Technician			\$27.40	44	47	\$8.43 + 29%
Elevator Constructor	6/11	a	\$42.195	26	54	\$23.305
Operating Engineer						
Group I	6/11		\$29.11	3	66	\$21.36
Group II	6/11		\$29.11	3	66	\$21.36
Group III	6/11		\$27.21	3	66	\$21.36
Group III-A	6/11		\$29.11	3	66	\$21.36
Group IV	6/11		\$23.75	3	66	\$21.36
Group V	6/11		\$23.75	3	66	\$21.36
Pipe Fitter			\$34.00	91	69	\$21.43
Glazier			\$31.68	87	31	\$20.63 + 13.2%
Laborer (Building):						
General			\$28.17	97	26	\$12.07
First Semi-Skilled			\$28.86	114	27	\$12.07
Second Semi-Skilled			\$28.17	109	3	\$12.07
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter	9/11		\$29.08	92	26	\$12.95
Marble Mason	7/11		\$30.15	76	51	\$12.45
Millwright			USE CARPENTER RATE			
Iron Worker	8/11		\$31.98	11	8	\$19.775
Painter			\$29.00	104	12	\$12.33
Plasterer	7/11		\$28.61	67	3	\$15.23
Plumber			\$34.00	91	69	\$21.43
Pile Driver			USE CARPENTER RATE			
Roofer	6/11		\$28.65	15	73	\$14.77
Sheet Metal Worker	6/11		\$35.68	32	25	\$21.24
Sprinkler Fitter	9/11		\$37.73	66	18	\$19.10
Terrazzo Worker	6/11		\$30.79	116	5	\$11.09
Tile Setter	7/11		\$30.15	76	51	\$12.45
Truck Driver-Teamster						
Group I			\$27.05	35	36	\$9.045
Group II			\$27.25	35	36	\$9.045
Group III			\$27.35	35	36	\$9.045
Group IV			\$27.35	35	36	\$9.045
Traffic Control Service Driver			\$27.35	83	17	\$9.045
Welders-Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

\*\*Annual Incremental Increase

Building Construction Rates for  
ST. LOUIS CITY Footnotes

Section 096

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

\* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%, under 5 years - 6%

**REPLACEMENT PAGE**  
**CITY OF ST. LOUIS CITY**  
**OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 3:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate. The regular workday shall begin between the hours of 6:00 a.m. and 9:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 15:** Means the regular working day shall be scheduled to consist of at least eight (8) hours, but no more than ten (10) consecutive hours, exclusive of the lunch period. The regular working day may be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. All work performed in excess of forty (40) hours in one work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday Make-Up Day. Any work performed by Employees anywhere on Sunday or recognized holidays, shall be paid for at the rate of double (2) time the regular wage scale. If, during the course of a work week, an Employee is unable to work for any reason, and, as a result, that Employee has not accumulated forty (40) hours of compensable time at the straight time rate, the Employer, at his option may offer the Employee the opportunity to work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) times the regular hourly wage scale.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**REPLACEMENT PAGE**  
**CITY OF ST. LOUIS CITY**  
**OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 32:** The regular working day shall consist of seven and one-half (7½) hours of labor on the job between eight (8) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive seven and one-half (7½) hour days of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 37½ hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed during regular work hours on Saturdays shall be paid at time and one-half (1-1/2). All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1½) times the regular rate. And, a flexible starting time as early as 7:00 a.m. may be implemented when mutually agreed upon by the interested parties. An early starting time of 6:00 a.m. may be used during summer months to avoid excessive afternoon temperatures. This early starting time to be used when mutually agreed upon by the interested parties. **SHIFT RATE:** Shift work would start after 4:00 p.m. to 6:00 a.m. The first 7½ hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 ½ of base shift rate. Saturday first 7 ½ hours of work – 1½ of base shift rate. Saturday – work after 7½ hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

**NO. 35:** Means a regular work week of forty (40) hours, will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 44:** Means forty (40) hours shall constitute a work week, Monday through Friday. Eight (8) hours shall constitute a work day. Hours of work shall be between the hours of 7:00 a.m. and 4:30 p.m. All work performed before 7:00 a.m. and after 4:30 p.m. and all work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one and one-half (1½) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday and on holidays, or days that may be celebrated as such, and as designated by the federal government, shall be paid at two (2) times the regular rate of pay. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus two dollars (\$2.00) per clock hour. All work performed between the hours of 12:30 a.m. and 9:00 a.m. on a third shift shall receive eight (8) hours pay at the regular hourly rate plus four dollars (\$4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1½ x) the "shift" hourly rate.

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

**NO. 66:** Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. The work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. The Employer at his option may use a flexible starting time between the hours of 7:00 a.m. and 9:00 a.m. All overtime, that is worked outside of the above established working hours of Monday through Friday, shall be paid at double (2) time, including Saturdays, Sundays and Holidays.

**REPLACEMENT PAGE**  
**CITY OF ST. LOUIS CITY**  
**OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 67:** Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday, shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate.

**NO. 72:** Means that except as is otherwise provided herein, the work week shall be determined to begin at 8:00 a.m. Wednesday and end at 4:30 p.m. on the following Tuesday. Except as herein provided, working hours are from 8:00 a.m. to 11:55 a.m. and 12:30 p.m. to 4:25 p.m. and no more than the regular hours shall be worked during the forenoon or afternoon at the regular rate. In the case of days of inclement weather starting time and quitting time may be adjusted so long as the hours worked on such days do not exceed eight (8) and do not extend beyond 4:30 p.m. In circumstances where the Employee or Employees have regularly been working overtime on a particular day or days, no adjustment in the starting time shall operate to deprive Employees of overtime pay, which they would have otherwise received but for the change in the starting time. The parties understand that the application of the provisions of the preceding sentence will result in Employees receiving overtime pay even where they have not worked more than with (8) hours on a particular day. Regardless of the starting time, the forenoon working hours shall end at 11:55 a.m. and the afternoon working hours shall begin at 12:30 p.m. and end 8 hours and 25 minutes after the starting time fixed by the Employer for forenoon hours. Work performed by an employee on a non-holiday Saturday, except as hereinafter provided, or at night or before or after regular working hours on a non-holiday weekday, shall be considered overtime work, for which Employees working during such time shall be paid at the rate of one and one-half (1½) times their regular hourly wage rate for each hour or fraction thereof, worked during such time. Work performed on a Sunday or the recognized holidays shall be considered overtime work for which the Employee shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day.

**NO. 76:** Means the standard workday shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. with a thirty (30) minute unpaid lunch hour occurring in the middle of the shift. The standard workweek shall consist of five standard workdays commencing on Monday and ending on Friday. The normal starting and quitting times may be changed by mutual consent of interested parties. All time worked before and after the established eight (8) hour workday, Monday through Friday, and all time worked on Saturday, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sunday and holidays shall be paid at the rate of double (2) the hourly wage in effect. All work done on Saturday will be done at time & one-half (1½), unless Saturday shall be used as a make-up day. If an employee should lose one or more days in a work week and use Saturday as a make-up day the pay shall be at the regular hourly base wage rate and benefits.

**NO. 77:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1 ½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.

**REPLACEMENT PAGE**  
**CITY OF ST. LOUIS CITY**  
**OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 80:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute unpaid lunch period, with pay at the straight time rate. If the workday starts at 8:00 a.m., the quitting time shall be no later than 4:30 p.m. When separate crews are used, the start time may be adjusted from 6:00 AM through 9:00 AM. The start time may be further adjusted to 9:30 AM throughout the year if required by government agency or municipal ordinance. Time and one-half (1½) shall be paid after eight (8) consecutive hours Monday through Saturday. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. If a crew of another trade working for the employer is receiving overtime pay, the Cement Mason crew shall receive overtime pay. The Employer has the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. When an Employer schedules 4-10's, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. If the Employer elects to work 4-10's Monday through Thursday and is stopped due to inclement weather, or other conditions beyond the control of the Employer, the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. Shifts may be established when considered necessary by the employer. Shift hours and rates will be as follows. All shifts shall be eight (8) hours plus one-half (1/2) hour for unpaid lunch. First shift will begin at 8:00 a.m. and end at 4:30 p.m. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and will be paid the straight time rate plus \$2.50 per hour premium. The third shift shall start eight hours after the start of the second shift and will be paid the straight time rate plus \$3.50 per hour premium. Shifts will be established for a minimum of three consecutive workdays. If only two shifts are worked, the Employer may regulate the start time to take maximum advantage of daylight hours.

**NO. 82:** Means the work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the work week from Monday through Friday, inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (twelve (12) continuous hours, starting no earlier than 6:00 a.m., Monday through Friday), shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at two times (2x) the regular rate of pay. The first eight hours of overtime work on Saturday shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay. Hours worked in excess of eight (8) hours on Saturday shall be paid at two times (2x) the regular rate of pay. Double time shall be paid for work performed on Sundays, recognized legal holidays or days that may be celebrated as such as designated by the federal government. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall be paid at the regular hourly rate plus two dollars (\$2.00) per clock hour. All shifts for work performed between the hours of 12:30 a.m. and 9:00 a.m. shall be paid at the regular hour rate plus four dollars (\$4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1.5x) the "shift" hourly rate.

**NO. 83:** Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for all Sunday work and work performed on recognized holidays.

**NO. 87:** Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.



**REPLACEMENT PAGE**  
**CITY OF ST. LOUIS CITY**  
**OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour work.

**NO. 92:** Means all work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half (1½). All work done on Saturday will be done at time and one-half (1½), unless the employer and employee agree that Saturday shall be used as a make-up day. The Employer may use a flexible starting time of 7:00 a.m. to 8:00 a.m., and quitting time of 3:30 p.m. to 4:30 p.m., and any such different work starting time shall determine whether wages are payable at the straight rate or the premium rate. All work performed on Saturday shall be paid for at time and one-half (1½), unless the Saturday has been used as a make-up day. All work performed on Sunday and holidays shall be paid for at the rate of double (2) time.

**NO. 97:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty minute lunch period with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents (\$2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent (\$2.50) per hour premium. **Shift Work:** Shifts may be established when considered necessary by the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (½) hour for lunch. Second Shift, Eight (8) hours plus one-half (½) hour for lunch. Third Shift, Eight (8) hours plus one-half (½) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent (\$2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent (\$3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

**REPLACEMENT PAGE**  
**CITY OF ST. LOUIS CITY**  
**OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 104:** Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

**NO. 109:** Means a workday of eight (8) hours shall constitute the regular day's work beginning at 8:00 a.m. through 4:30 p.m.; five (5) days shall constitute a work week from Monday to Friday inclusive; time and one-half (1½) shall be paid for all work performed before 8:00 a.m. or after 4:30 p.m. of any day Monday through Friday, and all hours worked on Saturday. Double (2) time shall be paid for all work performed on Sunday or any of the recognized holidays. Overtime shall be computed at one-half (1/2) hour intervals. A flexible starting time for eight (8) hours shall constitute the regular workday between the hours of 6:00 a.m. and 5:30 p.m. with starting time determined by the Employer. This adjustable starting time can, at the employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. When an Employer works a project of a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents (\$2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent (\$2.50) per hour premium. Shift work: Shifts may be established when necessary by the Employer. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time pay for eight (8) hours work. The second shift will be paid at eight (8) hours straight time pay plus a two dollar and fifty cent (\$2.50) per hour premium for eight (8) hours work. The third shift will be paid at eight (8) hours straight time pay plus a three dollar and fifty cent (\$3.50) per hour premium for eight (8) hours work. Payment for shift work shall be determined when an Employer first begins his shift operation, i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid straight time; the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one-half (1½); the shift that start on Sunday morning and end on Monday morning will be paid at two (2) times the regular rate of pay. Employees working during the normal workday shall receive first shift pay; employees working predominantly in the evening hours shall receive second shift pay; employees working predominately during the early morning hours will receive third shift pay. Nothing above prohibits the working of two (2) shifts greater than eight (8) hours with excess hours to be paid at overtime rate.

**NO. 114:** Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. with a thirty (30) minute lunch period to start between the hours of 11:00 a.m. and 1:00 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. Shift Work: In the case of three (3) shifts, workmen shall be paid eight (8) hours for seven and one-half (7½) hours worked.

**NO. 116:** Means the standard work day shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. The standard work week shall consist of five standard work days commencing on Monday and ending on Friday inclusive. All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect.

**REPLACEMENT PAGE**  
**CITY OF ST. LOUIS CITY**  
**HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

**NO. 6:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is too paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 12:** All work done on New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day.

**NO. 17:** All work performed by Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

**NO. 18:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas Day shall be paid at the double time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday, and when one of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday, and all work performed on said day(s) shall be paid at the double time rate.

**NO. 25:** All work done on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Presidential Election Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays and shall be paid at the double (2) time rate of pay. If a named holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a named holiday falls on Sunday, the Monday after will be observed as the holiday. Appropriate overtime rates to be based on fifteen minute increments.

**NO. 26:** All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a Holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday it shall be observed on the following Monday.

**REPLACEMENT PAGE**  
**CITY OF ST. LOUIS CITY**  
**HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 27:** All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

**NO. 31:** All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

**NO. 36:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 41:** The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

**NO. 47:** The following holidays are recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a holiday listed above falls on Saturday, it shall be celebrated on the Friday preceding the holiday. When a holiday falls on Sunday, the following Monday shall be observed. Holidays referred to above shall be paid for at the double (2) time rate of pay when worked.

**NO. 51:** All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect. The Employer agrees to recognize the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. If the holiday falls on Sunday, it shall be recognized on the following Monday. If the holiday falls on a Saturday, it shall be recognized as a Saturday only holiday.

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**REPLACEMENT PAGE**  
**CITY OF ST. LOUIS CITY**  
**HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 69:** All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

**NO. 71:** All work performed on the following recognized holidays, or days that may be celebrated as such, shall be paid at the double (2) time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on Monday. If a holiday falls on Saturday, it shall be celebrated on the Friday proceeding such Saturday.

**NO. 73:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (or mutually agreed date of the Friday after Thanksgiving Day may be substituted for Veteran's Day), Thanksgiving Day and Christmas Day, or in the event that any of said Holidays falls on Sunday, then the day or days generally recognized as such. Any work performed anywhere on any of the aforesaid Holidays, or on the day or days recognized and observed as such, shall be paid for at double (2) time the regular hourly rate.

## APPENDIX C

General Decision Number: MO100111 10/14/2011 MO111

State: Missouri

Construction Type: Building

County: St Louis City County in Missouri.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	08/06/2010
1	10/01/2010
2	11/05/2010
3	11/12/2010
4	12/03/2010
5	01/07/2011
6	01/21/2011
7	02/11/2011
8	03/04/2011
9	04/08/2011
10	04/15/2011
11	06/03/2011
12	07/01/2011
13	07/22/2011
14	08/12/2011
15	09/02/2011
16	09/16/2011
17	10/14/2011

ASBE0001-006 10/04/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 36.26	18.11

BOIL0027-001 01/01/2005

	Rates	Fringes
BOILERMAKER.....	\$ 27.69	16.53

BRMO0001-004 06/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 33.53	17.00

BRMO0018-006 06/01/2011

	Rates	Fringes
TILE FINISHER.....	\$ 26.87	11.32
TILE SETTER.....	\$ 30.15	12.18

CARP0008-012 05/05/2010

	Rates	Fringes
CARPENTER (Including Drywall Hanging & Form Work).....	\$ 33.23	12.25

\* CARP1310-001 09/01/2011

	Rates	Fringes
CARPENTER (Soft Floor Layer - Carpet & Vinyl Only).....	\$ 29.08	12.95

ELEC0001-001 06/01/2009

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring Installer; Alarm, Computer & Telephone Installation).....	\$ 33.60	22.242

ELEV0003-001 01/01/2011

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 42.195	21.785+a+b

- a. VACATION: Employer contributes 8% of basic hourly rate as vacation pay credit for more than 5 years of service; and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day,the Friday after Thanksgiving Day and Christmas Day.

ENGI0513-003 05/04/2011

	Rates	Fringes
OPERATOR:		
Backhoe/Excavator.....	\$ 29.11	21.36
Bobcat/Skid Loader.....	\$ 29.11	21.36
Crane.....	\$ 29.11	21.36
Forklift.....	\$ 29.11	21.36
Grader/Blade.....	\$ 29.11	21.36
Loader.....	\$ 29.11	21.36
Paver.....	\$ 29.11	21.36
Roller.....	\$ 29.11	21.36

IRON0396-001 08/04/2010

	Rates	Fringes
IRONWORKER, REINFORCING, ORNAMENTAL AND STRUCTURAL.....	\$ 31.98	18.20

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LABO0042-001 03/02/2011		
	Rates	Fringes
LABORER		
Common or General; Asphalt		
Shoveler; Brick &		
Cement/Concrete Mason		
Tender; Pipelayer.....\$ 28.17		
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* PAIN0002-001 09/01/2009		
	Rates	Fringes
PAINTER		
Brush & Roller.....\$ 29.58		
Drywall Finishing/Taping....\$ 29.58		
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PAIN0513-001 11/01/2010		
	Rates	Fringes
GLAZIER.....\$ 31.68		
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* PLAS0527-002 04/06/2011		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 28.70		
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PLUM0562-005 07/01/2011		
	Rates	Fringes
PIPEFITTER, Including HVAC		
Pipe Installation.....\$ 34.25		
PLUMBER, Excluding HVAC Pipe		
Installation.....\$ 34.25		
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ROOF0002-001 03/01/2011		
	Rates	Fringes
ROOFER.....\$ 28.65		
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SFMO0268-002 09/01/2011		
	Rates	Fringes
SPRINKLER FITTER (Fire		
Sprinklers).....\$ 37.73		
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SHEE0036-001 02/01/2011		
	Rates	Fringes
SHEETMETAL WORKER, Including		
HVAC Duct and System		
Installation.....\$ 35.86		
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SUMO2010-050 06/14/2010		
	Rates	Fringes
OPERATOR: Hoist.....\$ 26.02		
PAINTER: Spray Only.....\$ 17.78		
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TEAM0682-003 04/01/2011		
	Rates	Fringes
TRUCK DRIVER: Dump Truck.....\$ 19.05		
a.PAID HOLIDAYS: Christmas, Fourth of July, Labor Day,		
Memorial Day, New Years Day and Thanksgiving Day.		
b.PAID VACATION: 1 week paid vacation after 2 years		
continuous service; 2 weeks paid vacation after 5 years		
continuous service; 3 weeks paid vacation after 10 years		
continuous service.		
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WELDERS - Receive rate prescribed for craft performing		
operation to which welding is incidental.		
=====		
Unlisted classifications needed for work not included within		
the scope of the		
classifications listed may be added after award only as		
provided in the labor		
standards contract clauses (29 CFR 5.5(a)(1)(ii)).		
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In the listing above, the "SU" designation means that rates		
listed under the		
identifier do not reflect collectively bargained wage and		
fringe benefit		
rates. Other designations indicate unions whose rates have		
been determined		
to be prevailing.		
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WAGE DETERMINATION APPEALS PROCESS		
1.) Has there been an initial decision in the matter? This can		
be:		



- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

## APPENDIX D

## **CITY OF ST. LOUIS M/WBE PARTICIPATION**

**1. Policy.** Under the Mayor's Executive Order #28 as amended, it is the policy of the City of St. Louis that the effects of identified discrimination against minority business enterprises and women business enterprises within its jurisdiction shall be eradicated as part of the overall City business and economic development strategy. The method that the City shall employ to implement that policy is the establishment of a goal of at least 25% minority business enterprise participation and 5% women business enterprise participation, as defined in the Mayor's Executive Order #28 as amended, in contracts and purchases wherein city funds are expended. Consequently, the requirements of the Mayor's Executive Order #28 and the directives developed by the City of St. Louis to ensure compliance with the Mayor's Executive Order #28 apply to Agreements issued by the City of St. Louis.

**2. M/WBE Obligation.** The Consultant agrees to take all reasonable steps necessary to ensure that Minority and Women Business enterprises (M/WBE), as defined in the Mayor's Executive Order #28, have a maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with city funds provided under this Agreement. The Consultant shall not discriminate on the basis of race, religion, color, national origin, or sex in the award and performance of contracts financed in whole or in part by the City of St. Louis. The Consultant shall utilize the services of banks in the community, which are owned and controlled by minorities and women when feasible and beneficial.

**3. Failure to Comply with M/WBE Requirements.** The Consultant is hereby advised that failure to carry out the requirements as set forth above may constitute a breach of contract and may result in rejection of the proposal, termination of the contract; a deduction from the contract fund due or may become due to the consultant; or other such remedy as the City of St. Louis deems appropriate.

**4. Eligibility of M/WBE's.** A current directory containing the names of firms that have been certified as eligible to participate as M/WBE's on City contracts can be obtained from the St. Louis Airport Authority DBE Office. Firms certified subsequent to the printing of this directory may be utilized on the project only if their certification is active at the time of the proposal submittal. Consultants should contact the DBE Program Office, (314)551-5000 to verify the current status of a firm's certification. The M/W/DBE Directory is accessible on the internet at [www.mwdb.org](http://www.mwdb.org).

**5. Counting M/WBE Utilization.** M/WBE utilization will be counted on the following basis:

- a) The total value of sub-consulting arrangements for services awarded to the M/WBE provided the M/WBE performs a commercially useful function.
- b) That portion of the dollar value of a joint venture equal to the percentage of ownership and control of the M/WBE partner in the joint venture may be counted.
- c) Participation of MBE and WBE firms located outside the St. Louis Metropolitan Statistical Area (SMSA) shall not count towards the goals established by the Mayor's Executive Order #28.

**6. Contract Documentation.** The Consultant will submit the M/WBE Utilization Plan as part of and in the same format as the proposed agreement. The information will include, but not be limited to, a definitive statement of the services to be provided by the M/WBE sub-Consultants, products and schedules, M/WBE outreach goals and estimated man-months, labor budget and expense costs.

## **7. Agreement Compliance.**

a) If the Agreement is approved on less than 25% M/WBE utilization, such approval will not relieve the Consultant of the responsibility to continue good faith efforts to maximize participation of M/WBE's throughout the term of the Agreement. The Consultant shall submit a request to sublet prior to any subcontracting of additional work items. The Consultant will be required to document good faith efforts to utilize M/WBE Consultants prior to entering into an agreement with a non-M/WBE.

b) When the Agreement is approved on M/WBE utilization is excess of the goal, the Consultant will be required to achieve the percentage stated in the M/WBE utilization plan included in the Agreement regardless of the stated 25% and 5% minimum overall goal in the Agreement.

c) The Consultant shall enter into subcontracts or written agreements with the M/WBE identified in the Agreement Utilization Plan for the kind and amount of services specified. The Consultant shall submit copies of subcontracts or agreements with the M/WBE to SLAA DBE office upon request. The Consultant shall submit a Certification of Agreed M/WBE Utilization for each M/WBE sub-consultant identified in the Agreement with the City prior to the start of work.

d) The Consultant shall keep each M/WBE sub-consultant informed of the project progress schedule and allow each M/WBE adequate time to schedule work and otherwise prepare for subcontract work.

e) At any point during the project when it appears that the scheduled amount of M/WBE utilization may not be achieved, the Consultant shall provide evidence demonstrating how the goal will be met.

f) If the Consultant fails to achieve the scheduled M/WBE utilization, the Consultant shall demonstrate to the City's satisfaction that said failure was due to reasons such as elimination of items contracted to the M/WBE and that good faith efforts were made to obtain the scheduled Agreement utilization.

## **8. Substitution of M/WBE Consultants After Award.**

a) The Consultant shall conform to the agreed upon amounts of M/WBE utilization.

b) Services designated as being performed by M/WBE sub-consultants in the Agreement shall be performed by the designated M/WBE or a City approved substitute. Approval must be in writing.

c) A M/WBE may not assign portions of its service agreement without the written approval of the City.

**9. Good Faith Efforts.** If any agreement is submitted without the minimum goal utilization levels of M/WBE sub-consultants, the Consultant shall document and submit justification as to why the agreed level of utilization will not be met and demonstrate the good faith efforts taken to attain it, including but not limited to the following:

Efforts made to select portions of the work proposed to be performed by M/WBE's in order to increase the likelihood of achieving the stated goal, including where appropriate, but not limited to, breaking down projects into economically feasible units to facilitate M/WBE participation. Selections of portions of work are required to at least equal the goal for M/WBE utilization specified in the Agreement.

The demonstration of good faith efforts by the Consultant must in the end prove the Consultant has actively and aggressively sought to utilize M/WBE's.

The information provided will be evaluated to determine if the Consultant has been responsible. All the information provided must be accurate and complete in every detail. The Consultant's attainment of the

M/WBE goals or demonstrations of good faith effort will determine the award of the agreement. Documentation of initial good faith efforts is to be submitted with the Agreement.

**10. Record Keeping Requirements.** The Consultant shall keep such records as are necessary for the City to determine compliance with the M/WBE contract obligations. These records shall include the names of sub-consultants, including M/WBE's, copies of sub-consulting agreements; the type of work being performed; documentation such as canceled checks and paid invoices verifying payment for work, services and procurement and documentation of correspondence, verbal contracts, telephone calls and other efforts to obtain services of M/WBE's. When requested, the Consultant shall submit all subcontracts and other financial transactions executed with the M/WBE in such form, manner and content as prescribed by the City. The City reserves the rights to audit, investigate, monitor and/or review actions, statements and documents submitted by any contractor, subcontractor or M/WBE.

**11. Reporting Requirements.** The Consultant shall submit monthly reports on M/WBE involvement. At the conclusion of each billing period, the Consultant shall submit the Consultant Monthly DBE Utilization Report to the City to verify actual payments to the M/WBE for the previous month's reporting period. These reports are required regardless of whether or not M/WBE activity has occurred in the monthly reporting period.

Upon completion of all M/WBE participation and prior to final payment, the Consultant shall submit the M/WBE Utilization Final Report to the City detailing all M/WBE subcontract payments and a completed Certification of Actual M/WBE Utilization for each M/WBE sub-consultant utilized. When the actual amount paid to an M/WBE is less than the award amount, a complete explanation of the differences is required. If the agreement is not met, documentation supporting good faith efforts shall be submitted. Failure to submit the required reports will result in the withholding of partial payments to the Consultant until the reports are submitted. All payments due sub-consultants which affect Agreement goal attainment, including retainage, shall be paid by the Consultant before the City releases the contract/retainage bond. The City reserves the right to conduct an audit of M/WBE participation prior to processing the final estimate and at any time during the work.



**CITY OF ST. LOUIS**  
**M/WBE INDEX AND SUBMISSION INSTRUCTIONS**

<b>FORM</b>	<b>WHEN TO SUBMIT</b>	<b>SUBMIT TO</b>
M/WBE UTILIZATION STATEMENT	With Bid Proposal	Authority
M/WBE UTILIZATION PLAN	Within 48 Hours of Bid Opening	Authority
SUBCONTRACTOR LIST	At Pre-Award Conference	Authority
NOTICE OF INTENT TO PERFORM AS A SUBCONTRACTOR AND/OR MATERIAL SUPPLIER (COMPLETED BY SUBCONTRACTORS AND MATERIAL SUPPLIERS)	At Pre-Award Conference	Authority
CONTRACTOR'S GOOD FAITH EFFORTS REPORT AND STATEMENT	At Pre-Award Conference	Authority
COPIES OF M/WBE SUBCONTRACTS	Upon execution of a contract with the City, the Contractor shall provide fully executed copies of all M/WBE subcontractors.	Authority & Airport DBE Office
RECORD OF PAYMENTS TO SUBCONTRACTORS, MATERIAL SUPPLIERS AND OTHER VENDORS REPORT	The 15th of the month for the month preceding. (Example: January's report should be submitted by February 15th.)	Authority & Airport DBE Office
SUBCONTRACTOR OR SUPPLIER SUBSTITUTION FORM	Prior to substituting a subcontractor or supplier. Approval from the City is required prior to substitution.	Authority & Airport DBE Office
FINAL RECORD OF PAYMENTS REPORT	Within 15 days after the completion of all work items to be performed under the contract.	Authority & Airport DBE Office





**CITY OF ST. LOUIS  
M/WBE UTILIZATION PLAN**

**CONTRACTING AGENCY:** City Of St. Louis Port Authority

**PROJECT GOAL:** 25% MBE; 5% WBE

**PROJECT NAME:** 2009 American Recovery & Reinvestment Act  
Port Security Grant Program

**NAME OF PRIME CONTRACTOR:** \_\_\_\_\_

The prime consultant shall utilize and require all subconsultants to utilize the maximum number of certified minority/women business enterprises possible and will purchase materials and supplies from minority/women business enterprises to the maximum extent feasible, and to this end, the prime consultant will inform each subconsultant of this requirement, The prime consultant shall utilize the services and/or supplies to be provided by the following certified minority/women business enterprises in the execution of this contract.

FIRM NAME ADDRESS PHONE NUMBER CONTACT PERSON	CERTIFYING AGENCY CERTIFICATION DATE CATEGORY CERTIFICATION NO.	WORK TO BE PERFORMED	M/WBE PERCENT

\_\_\_\_\_  
**PRIME CONSULTANT AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**DATE**



Letting No. \_\_\_\_\_

# CITY OF ST. LOUIS

## MBE/WBE UTILIZATION STATEMENT

**Policy:** It is the policy of the City of St. Louis that minority and women-owned businesses, as defined in the Mayor's Executive Order of July 24, 1997, shall have an opportunity to participate in the performance of contracts utilizing City funds, in whole or in part. Consequently, the requirements of the aforementioned Executive Order apply to this contract.

### Project and Bid Identification:

Contracting Agency: Port Authority of the City of St. Louis

Project Name: 2009 American Recovery and Reinvestment Act

## Port Security Grant Program

Letting Number: 2009 ARRA PSGP Date: May 18, 2010

**Contract MBE/WBE Goal: 25% MBE and 5% WBE Participation**

Total Dollar Amount of Prime Contract: \$

Total Dollar Amount of Proposed MBE:	\$	Percent MBE
--------------------------------------	----	-------------

Total Dollar Amount of Proposed WBE: \$\_\_\_\_\_ Percent WBE\_\_\_\_\_

**Obligation:** The undersigned certifies that (s)he has read, understands and agrees to be bound by the bid specifications, including the accompanying exhibits and other items and conditions of the request for proposals regarding minority and women business enterprise utilization. The undersigned further certifies that (s)he is legally authorized by the respondent to make the statements and representations in the M/WBE Forms and Exhibits and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreements with the minority/women business enterprises listed in the Subcontractor List, which are deemed by the City to be legitimate and responsible. The undersigned understands that if any of the statements and representations are made by the respondent knowing them to be false, or if there is a failure of the successful respondent to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the City, then in any such events, the contractor's act or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the City to terminate the contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the City may have for other defaults under the contract. Additionally, the contractor may be subject to the penalties cited in Section Twelve of the Mayor's Executive Order #28

**Assurance:** I, acting as an officer of the undersigned bidder or joint venture bidders, hereby assure the City that on this project my company will (check one):

\_\_\_\_\_ Meet or exceed contract award goals and provide participation as shown above.

\_\_\_\_\_ Fail to meet contract award goals but will demonstrate that good faith efforts were made to meet the goals and my company will provide participation as shown above.

Name of Prime Contractor(s): Facility Control Systems

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Prime Contractor Authorized Signature

Title

Date \_\_\_\_\_



## CITY OF ST. LOUIS M/WBE SUBCONTRACTOR LIST

Prior to the final approval of any contract resulting from this letting, the apparent low bidder will be evaluated as to the proposed utilization of City certified minority and women-owned business enterprises. This is in addition to any and all requirements in accordance with the Mayor's Executive Order of July 24, 1997.

**On the spaces provided below please list all subcontractors and suppliers, including M/WBEs, proposed for utilization on this project. Work to be self-performed by the bidder is to be included.**

[illegible]


CONTRACT BID TOTAL \$ \_\_\_\_\_

TOTAL AMOUNT OF MBE PARTICIPATION: \_\_\_\_\_  
 PERCENT MBE PARTICIPATION: \_\_\_\_\_  
 TOTAL AMOUNT OF WBE PARTICIPATION: \_\_\_\_\_  
 PERCENT WBE PARTICIPATION: \_\_\_\_\_

In considering all levels of subcontracting on City contracts the following categories of Bid Item(s) or Work and Trade have been suggested by various private and governmental organizations and professional groups involved in commercial and industrial construction: air conditioning, final clean-up, caulking, ceilings, conduit, concrete, cement, cabinets, doors, drainage, drilling, drywall, asphalt, carpentry, communications, electrical, equipment rental, excavating, elevators, earthwork, decorators, fencing, flooring, automatic sprinklers, foundations, brick masonry, pile caps, pile driving, sewers, stone masonry, insulation, tile setting and terrazzo, lathing and plastering, asbestos, painting, security guard service, sign painting, painting, insurance and bonding, photographers, plumbing, paving, grading, landscaping, toilet partitions, siding, roof decking, flooring, paperhangers, sky lights, steel erections, re-bars, sheet metal, movable partitions, ornamental iron, glazing, accessories suppliers, exterminators, millwork, wall covering, advertisers, data programmers, wrecking and demolition, sodding, construction and design consultants, hauling, financing institutions, public movers, specialties, carpeting, piping, heating, and sanitary and safety facilities.

**Note: On attached sheets, provide the complete mailing address, telephone number, contact person and title for each firm listed on this and previous pages. Additionally, provide the City Business License Number and Federal Identification Number for each.**

\_\_\_\_\_  
 Name of Firm

\_\_\_\_\_  
 Signature and Date

**CITY OF ST. LOUIS**  
**NOTICE OF INTENT TO PERFORM AS A SUBCONTRACTOR**  
**AND/OR MATERIAL SUPPLIER**

NAME OF PROJECT: 2009 American Recovery and Reinvestment Act  
Port Security Grant Program

LETTING NUMBER: 2009 ARRA PSGP RFQ

**PART I**

(NOTE: Pursuant to the City's policies, M/WBE firms participating in the City's M/WBE Program must have "current" certification status with the City or the Missouri Regional Certification prior to bid opening. The M/WBE certification of any firm is effective for two (2) years from the date of written notification of certification. Firms not certified by the City or the Missouri Regional Certification cannot be counted towards the City's M/WBE goals on this project. Firms certified by the U.S. Small Business Administration (SBA) must attach a copy of a the firm's 8(a) program approval letter from the SBA)

1. TO: Facility Control Systems

2. The undersigned intends to perform work in connection with the above project as (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> an individual / sole proprietorship | <input type="checkbox"/> a partnership   |
| <input type="checkbox"/> a corporation                       | <input type="checkbox"/> a joint venture |

3. The undersigned (check applicable statements):

- ☐ has been certified by the St. Louis Airport Authority (SLAA)  
(Certification #\_\_\_\_\_)
- ☐ has been certified as a DBE by the Missouri Regional Certification Committee.  
(Certification #\_\_\_\_\_)
- ☐ has a current 8(a) status with the U.S. Small Business Administration.

4. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both).

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and at the following price \$\_\_\_\_\_. With respect to the proposed subcontract described above \_\_\_\_\_% of the dollar value of such subcontract will be sublet and/or awarded to non-M/WBE subcontractors.

**PART II: SUBCONTRACTOR PARTICIPATION**

4b	Name of Firm Receiving Subcontract	Work to Be Performed	Amount of Subcontract
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>

Total amount to be subcontracted out by M/WBE \$\_\_\_\_\_

\_\_\_\_\_  
(Name of General Contractor)

BY: \_\_\_\_\_ PHONE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Name of M/WBE Firm)

BY: \_\_\_\_\_ PHONE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Signature of Authorized Representative)



**CITY OF ST. LOUIS**  
**CONTRACTOR'S GOOD FAITH EFFORTS REPORT**

CONTRACTING AGENCY: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
PRIME CONTRACTOR: \_\_\_\_\_

In addition to the minority or women-owned business enterprises listed and proposed for utilization on this contract, the following minority and women-owned business enterprises were also contacted regarding this contract. However, the prime contractor is unable to utilize these firms for the reasons listed below:

FIRM NAME ADDRESS, PHONE # CONTACT PERSON	BID ITEM(S) OF WORK TO BE PERFORMED AND/OR MATERIALS SUPPLIED	BID AMOUNTS	DATE AND METHOD OF SOLICITATION	COMMENTS: REASONS REJECTED

\_\_\_\_\_  
Prime Contractor's Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Note: Attach additional sheets if necessary.



**CITY OF ST. LOUIS**  
**CONTRACTOR'S GOOD FAITH EFFORTS STATEMENT**

In accordance with the Mayor's Executive Order of July 24, 1997, please indicate those efforts you made to regarding the utilization of minority and/or women-owned business enterprises (M/WBEs) on this contract.

	YES	NO
Attended the pre-bid conference held on this contract.		
Selected portions of work proposed to be performed by M/WBEs in order to increase the likelihood of meeting the participation goals.		
Solicited individuals M/WBEs by written notification at least fourteen (14) calendar days prior to bid opening to participate in the contract as subcontractor, regular dealer, manufacturer, consultant, or service agency for specific items or type of work.		
Followed up the initial solicitation of interest by contacting M/WBE firms to determine whether or not said firms will submit a bid.		
Provided interested M/WBE firms with adequate information regarding plans, specifications and requirements for bidding on City-financed construction.		
Negotiated in good faith with M/WBE firms. Firms shall not be disqualified without sound reasons based upon a thorough investigation of their capabilities.		
Made efforts to negotiate with M/WBE firms for specific items of work.		
Made efforts to assist M/WBE firms that requested assistance in obtaining bonding, insurance, or lines of credit required to participate in the contract.		
Advertised in general circulation media, trade association publication(s), M/WBE-focused media for M/WBEs and areas of interest for this contract. Name of Publications(s): 1.                                      Date:                                      3.                                      Date: 2.                                      Date:                                      4.                                      Date:		
Notified, in writing, organizations which provide assistance in the recruitment and placement of M/WBE firms of the types of work, supplies or services considered on this contract. List the organizations, contractors' groups, local, state and federal disadvantaged business assistance offices and other organizations that were contacted for assistance in achieving the participation of M/WBE firms on this contract. Please note the name of the person contacted and the date of contact. Organization                                      Contact Person                                      Date of Contact Organization                                      Contact Person                                      Date of Contact Organization                                      Contact Person                                      Date of Contact		

Firm Name

Prime Contractor's Authorized Signature

Title

Date



Letting No. \_\_\_\_\_

**CITY OF ST. LOUIS**  
**RECORD OF PAYMENTS TO SUBCONTRACTOR'S, MATERIAL SUPPLIERS AND OTHER VENDORS**

CONTRACT NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DATE \_\_\_\_\_

NAME OF PRIME CONTRACTOR: \_\_\_\_\_

PAY APPLICATION NUMBER \_\_\_\_\_

PROPOSED SUBCONTRACTOR OR SUPPLIER	MBE or WBE	PROPOSED SUBCONTRACT AMOUNT	SUBCONTRACTOR OR VENDOR BILLED THIS PAY APPLICATION	PREVIOUS PAYMENTS TO SUBCONTRACTOR OR VENDOR	TOTAL PAYMENTS TO SUBCONTRACTOR TO DATE	SUBCONTRACTOR OR VENDOR PERCENT COMPLETE

In signing this form, the contractor certifies that the above amounts have been PAID TO all Subcontractors, Suppliers and vendors and that documentation for said payments is available for inspection.

\_\_\_\_\_  
Prime Contractor's Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**CITY OF ST. LOUIS**  
**M/WBE SUBSTITUTION FORM**

CONTRACTING AGENCY: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
NAME OF PRIME CONTRACTOR: \_\_\_\_\_  
TOTAL CONTRACT AMOUNT: \_\_\_\_\_

In accordance with the City of St. Louis' Minority/Women Business Participation Program, when adding, changing or deleting subcontractors or suppliers on City projects, the City of St. Louis Substitution Form shall be used. All changes to the original list of approved subcontractors or suppliers shall be submitted to the contracting agency and SLAA DBE Office for review and written approval prior to the use of any substitute contractor and/or supplier on a City project. Contractors shall make a good faith effort to replace M/WBE subcontractors or suppliers unable to perform on the project with another certified M/WBE firm.

1. Is the subcontractor/supplier being replaced a M/WBE? YES \_\_\_\_\_ NO \_\_\_\_\_
2. Type of work to be performed/material to be supplied: \_\_\_\_\_
3. Dollar Amount: \_\_\_\_\_
4. Name of the subcontractor/supplier being replaced: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No. \_\_\_\_\_
5. Percent of work/material that was completed /supplied by the subcontractor/supplier \_\_\_\_\_
6. Amount paid to the subcontractor/supplier (if any): \_\_\_\_\_
7. The reason the subcontractor/supplier is being replaced is stated as follows:
8. Document the efforts made to replace or add a M/WBE to perform the work/supply the required materials:
9. Name of substitute subcontractor/supplier: \_\_\_\_\_  
Address: \_\_\_\_\_ Federal ID: \_\_\_\_\_  
M/WBE: Yes \_\_\_ No \_\_\_ Contact Person: \_\_\_\_\_ Telephone No. \_\_\_\_\_

This form should be completed and submitted to the contracting agency when a subcontractor or supplier is being added, deleted or changed. The same criterion used for establishing good faith efforts in maximizing the participation of M/WBEs prior to awarding this contract will also apply to the substitution of M/WBE subcontractors or suppliers during the performance of the contract.





**CITY OF ST. LOUIS**  
**FINAL RECORD OF PAYMENTS REPORT**

PROJECT NAME: \_\_\_\_\_  
CONTRACT NUMBER: \_\_\_\_\_

M/WBE GOAL: \_\_\_\_\_  
FINAL CONTRACT AMOUNT: \_\_\_\_\_  
(including Change Orders to Date)

The Final Record of Payments Report is completed by the contractor and submitted to the contracting agency and SLAA upon completion of the project. The report should reflect all activity, regardless of tier, on the project. If the M/WBE goal was not met, the contractor shall submit documentation supporting good faith efforts.

SUBCONTRACTOR OR SUPPLIER	MBE or WBE	WORK PERFORMED	TOTAL DOLLAR AMOUNT PAID TO SUBCONTRACTOR OR SUPPLIER

This certifies that \$ \_\_\_\_\_ has been paid to M/WBE Subcontractors or Suppliers as stated above.

By: \_\_\_\_\_  
Name of Contractor

Per: \_\_\_\_\_  
Authorized Signature

Subscribed and sworn to, before me, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_



## APPENDIX E



EXECUTIVE DEPARTMENT  
MAYOR'S OFFICE  
ST. LOUIS

**EXECUTIVE ORDER NO. 44**

**An Executive Order relating to minority and women business enterprises' participation in City contracts:**

**WHEREAS**, Clarence Harmon, as Mayor of the City of Saint Louis, executed an Executive Order Number 28 on July 24, 1997, relating to minority and women's business enterprises' participation; and

**WHEREAS**, Francis G. Slay, Mayor of the City of Saint Louis, extended Executive Order Number 28 by issuing Executive Orders numbered 33, 34, 36 and 39; and

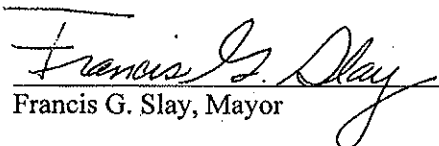
**WHEREAS**, Executive Orders numbered 33, 34, 36 and 39 assisted in enhancing the opportunities of minorities and women in participating fully in City-funded contracts; and

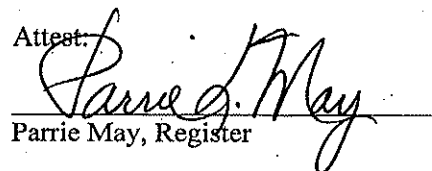
**WHEREAS**, Executive Order Number 39 expires on April 30, 2009; and

**WHEREAS**, it is in the best interests of the City to continue to utilize the skills of minority business enterprises and women's business enterprises in City-funded contracts.

**NOW THEREFORE**, I, Francis G. Slay, Mayor and Chief Executive Officer of the City of Saint Louis, hereby reissue and extend Executive Order Number 28 until April 30, 2013, unless a new Executive Order dealing with the same subject matter supersedes this reissuance and extension.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the seal of the City of Saint Louis this 30 day of April, 2009.

  
Francis G. Slay, Mayor

Attest:  
  
Parrie May, Register

## **EXECUTIVE ORDER**

### **MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION ON CITY CONTRACTS**

An Executive Order relating to minority and women's business enterprises' participation in City contracts.

**WHEREAS**, the City of St. Louis is particularly concerned that local minority and women's business enterprises be afforded an equal opportunity to participate and be utilized in City-funded contracts; and

**WHEREAS**, there is ample evidence that there has been discrimination against minority and women's business enterprises in the City of St. Louis and the effects of that discrimination are continuing; and

**WHEREAS**, it is the policy of the City of St. Louis to rectify the effects of identified discrimination within its jurisdiction; and

**WHEREAS**, it is the city's goal to fully utilize the skills of minority business enterprises and women's business enterprises in all sectors of the economy so as to best advance the City's economic and business development objectives; and

**WHEREAS**, the City of St. Louis, Missouri, the St. Louis Minority Contractors Association, Inc., and the United States Department of Housing and Urban Development entered into a Consent decree in the United States District Court for the Eastern District of Missouri on or about December 11, 1990 toward the end of establishing a program to enhance the opportunities of minority and women's businesses to participate fully in City-funded public work contracts; and

**WHEREAS**, the Board of Aldermen adopted Ordinance Number 62035, approved July 29, 1990, establishing a review committee to make recommendations to the Board.

## **SECTION ONE. DEFINITIONS**

For purposes of this policy, the following terms have the meanings indicated:

1. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by minority group members who have at least 51% ownership. The minority group member(s) must have day to day operational and managerial control, and an interest in capital and earnings commensurate with his or her percentage of ownership.
2. **Minority Group member(s):** persons legally residing in the United States who are African-American, Asian-American, Native-American or Hispanic-American.
3. **Women's Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by a woman or women who have at least 51% ownership. The woman or women must have day to day operational and managerial control, and an interest in capital and earnings commensurate with her or their percentage of ownership.
4. **Certification:** The process by which the St. Louis Development Corporation determines a person, firm, or legal entity to be a bona fide minority or women's business enterprise.
5. **Contracting Agency:** Any Agency or Department making a contract on behalf of the City of St. Louis.

## **SECTION TWO. POLICY**

It is hereby declared to be the policy of the City of St. Louis that the effects of identified discrimination against minority business enterprises and women's business enterprises within its jurisdiction shall be eradicated as part of the overall City business and economic development strategy. The method that the City shall employ to implement that policy is the establishment of a goal of at least

25% minority business enterprise participation and at least 5% women's business enterprise participation in contracts and purchases wherein City funds are expended. That goal shall be pursued by the programs described below.

### **SECTION THREE. PROGRAM ADMINISTRATION**

1. SLDC shall be charged with overall responsibility for the administration and enforcement of the City's minority and women's business enterprise participation policy. SLDC will establish procedures for all contacting agencies for the purpose of monitoring the City's overall performance with respect to minority and women's business enterprise participation. The duties and responsibilities of SLDC shall include:

- (a) adopting rules and regulations to effectuate this order;
- (b) developing and distributing a directory of certified MBE's and WBE's;
- (c) providing information and needed assistance to MBE's and WBE's to increase their ability to compete effectively for the award of City contracts;
- (d) investigating alleged violations of this order and making written recommendations for remedial action when appropriate;
- (e) developing and distributing all necessary forms, applications, and documents necessary to comply with implement and effectuate this order;
- (f) reviewing, on a regular basis, the progress of each contracting agency toward achieving the goals for the utilization of minority and women's business enterprises and making an annual report as of June 30 of each year, which report shall be delivered to the Mayor no later than September 30, commencing September 30, 1998, reporting that progress which has been made, together with recommendations as to such further remedial action that should be taken, if any;

- (g) making recommendations to appropriate City officials regarding methods to further the policies and goals of this order;
  - (h) monitoring contractors throughout the duration of the contract to ensure that all efforts are made to comply with the requirements of this order; and
  - (i) certifying that the requirements of this order have been satisfied before contracts are signed or countersigned.
2. It shall be the responsibility of the contracting agency to ensure that bids or proposals from the agency adhere to the procedures and provisions set forth in this order.
- (a) The contracting agency director or designee shall assume primary responsibility for achieving the goals of this program and shall review, on a continuing basis, all aspects of the program's operations to assure that the purpose is being attained;
  - (b) The contracting agency shall take the following actions to ensure that MBE's and WBE's have maximum opportunity to participate on City contracts for which bids are solicited:
    - (i) the advertisements for bids, if any, shall appear in the City Journal no less than 21 days before bids are due for specific contracting opportunities, except where the contracts are awarded on an emergency basis;
    - (ii) a written notification shall be sent to such minority and women's trade and professional associations and contractors' associations as are designated by SLDC about the availability of contracting opportunities no less than 21 days before bids are due, except where the contracts are awarded on an emergency basis, in which case the notice shall be sent as soon as may be;
    - (iii) all contract solicitations shall include the MBE/WBE policy and any other materials required;



- (iv) all contracting opportunities shall be evaluated in an effort to divide the total requirements of a contract to provide reasonable opportunities for minority and women's business enterprises;
  - (v) guidelines shall be established to ensure that a notice to proceed is not issued until signed letters of intent or executed agreements with the MBE's and WBE's proposed in the bid documents have been submitted; and
  - (vi) actions shall be taken to ensure that all required statistics and documentation are submitted to SLDC as requested.
- (c) The contracting agency shall annually formulate a contract forecast estimating the number, probable monetary value, type of contracts and the estimated solicitation date for the contracts the contracting agency expects to award in the upcoming year. In addition, an implementation plan describing how the contracting agency will accomplish its MBE/WBE utilization goals shall be formulated. Each contracting agency will submit these documents to SLDC on or before June 30.
- (d) The contracting agency shall make quarterly reports to SLDC concerning the agency's progress in achieving the goals established by this order.
3. It shall be the responsibility of each bidder and proposer to adhere to the procedures and provisions set forth in this order.
- (a) each bidder and proposer must complete an MBE and WBE Utilization Form and identify therein its commitment, if any, to utilize MBE's and WBE's. Any failure to complete and sign the MBE and WBE utilization form will result in the bid or proposal being declared nonresponsive. In its response to an invitation to bid or request for proposal, the bidder or proposer shall include the names of minority and women's business enterprises to whom it

intends to award subcontracts, if any, the dollar value of the subcontracts, and the scope of work to be performed;

- (b) it is the bidder's or proposer's responsibility to ensure that all MBE's and WBE's projected for use have been certified by the City prior to bid opening;
- (c) whenever additional contract supplements, extra work orders, or change orders are made that individually, or in the aggregate, increase the total dollar value of the original contract, the contractor shall make every effort to maintain the level of MBE and WBE participation as established in the original contract;
- (d) the awardee of a contract must submit copies of executed agreements with the MBE's and WBE's being utilized;
- (e) the awardee of a contract must submit reports and documentation as required by SLDC, verifying payments to the MBE's and WBE's being utilized.

4. Contracting Agencies, contractors, subcontractors, and the construction clearinghouses shall consider, and follow where appropriate, the following guidelines in making good faith efforts to meet the goals of this order. All good faith efforts shall be made prior to bid opening. These guidelines are not all inclusive.

#### **SHARED RESPONSIBILITIES FOR GOOD FAITH EFFORTS**

##### **(a) CONSTRUCTION CLEARINGHOUSE**

The SLDC's contractors assistance agency and construction clearinghouse, the Contractor's Assistance Program (CAP), will distribute information on the City's needs to all of the M/WBEs who may be interested in performing all or part of the work that the City requires.

**(i) DISTRIBUTION OF INFORMATION**

By first class mail, fax or E-mail, the construction clearinghouse shall promptly distribute all information that the City and its plan holders may provide. The clearinghouse shall act on all information that it receives in no more than two business days.

**(ii) DIRECTORY OF M/WBES IN THE RELEVANT AREA**

The construction clearinghouse shall have access to sufficient quantities of the SLDC M/WBE Directory and the St. Louis Airport Authority's DBE Directory, including but not limited to information on the categories of work that each firm performs.

**(iii) BONDING AND INSURANCE**

The construction clearinghouse shall create and regularly update a directory of the bonding and insurance agents in the relevant area. Upon request, the clearinghouse should give a copy of the directory to any interested party. In addition, the clearinghouse should be prepared to provide the name, address and telephone number of a bonding or insurance agent who may be able to respond to a firm's request for assistance. The clearinghouse should also encourage and facilitate liaison between the bonding and insurance industries and the M/WBES in the relevant area.

**(b) CONTRACTING AGENCIES**

**(i) GENERAL**

The City shall ensure, to the extent practical, that its plans and specifications are clear and reflect the actual requirements. The City shall delete any contractual provisions that would require M/WBES to take unreasonable business risks.

**(ii) ADVERTISING**

The City will publicly advertise every project, taking advantage of general circulation magazines and newspapers, and any publications that target minorities or business women in the relevant area. The City shall also use the construction clearinghouse to notify all M/WBEs of all business opportunities.

The City should run its advertisements and notify the clearinghouse as soon as practical, but not less than two weeks before the date on which bids are due.

The City's advertisements and its notice to the clearinghouse shall include:

- The date, time, place and contact person for any pre-bid meeting;
- Expressly encourage M/WBEs to bid for the prime contract, or to the prime contractors holding plans for the project;
- Estimate the subcontracting opportunities that the project will provide, including but not limited to the type of work that prime contractors are likely to subcontract; and
- Explain that the City has provided a copy of the plans and specifications to the construction clearinghouse.

**(iii) PRE-BID MEETINGS**

The City may conduct a pre-bid meeting or make its project manager readily available to discuss the project with interested parties. In addition, the City shall reduce all questions and answers to writing and should promptly provide that information to all plan holders, including the construction clearinghouse.

The City shall use at least part of any pre-bid meeting to encourage prime contractors and M/WBEs to work together, providing an opportunity for all firms to identify themselves, and for all M/WBEs to identify the type (s) of work that

they perform. The City should also emphasize that it expects all firms to perform a commercially useful function.

**(iv) PLAN HOLDERS**

No more than seven calendar days after it has advertised the project, the City should give a list of plan holders to the construction clearinghouse, including the name, street address, telephone number, fax number, E-mail address and contact person for each firm. The City should update the list of plan holders at least once a week.

**(v) PLANS AND SPECIFICATIONS**

The City shall provide one copy of its plans and specifications to the construction clearinghouse free of charge. The plans and specifications shall be provided on the same date on which the project is formally advertised.

The City shall expressly direct and require its design professionals to satisfy these requirements and to make themselves readily available to all contractors, to the extent necessary to eliminate any ambiguities.

In addition, the City shall reduce all questions and answers to writing and should promptly provide that information to all plan holders, including the construction clearinghouse.

**(c) PRIME CONTRACT BIDDERS AND OTHER PLAN HOLDERS**

**(i) NOTICE TO CLEARINGHOUSE**

Any firm that intends to bid for the prime contract should have a notice of its intention delivered to the construction clearinghouse as soon as feasible, but no fewer than seven calendar days before the date on which the firm desires to have all quotes in hand.

That notice may be delivered by fax or E-mail, but should be in writing, in addition, it should:

- Include the name, street address, fax number, telephone number and E-mail address of a contact person;
- Specify the items of work that the plan holder may subcontract; and
- Expressly encourage M/WBEs to quote those items.

**(ii) PRE-BID MEETINGS**

The prime contract bidder should attend any pre-bid meeting that the City may schedule.

**(iii) FOLLOW-UP WITH M/WBEs**

The prime contract bidder should promptly return all calls, faxes, and E-mail that it receives from interested M/WBEs. The follow-up should take the form of a telephone call, fax or E-mail during normal business hours.

**(iv) PLANS AND SPECIFICATIONS**

Upon request, the plan holder should permit any interested M/WBE to review the project's plans and specifications at the plan holder's place of business during normal business hours. In addition, the prime contract bidder should have a least one employee available to help the M/WBE identify the specific item(s) in which the latter may have an interest.

**(v) BONDING AND INSURANCE**

The prime contract bidder should be encouraged not to deny a subcontract to an otherwise qualified and competitive, and if necessary, certified M/WBE solely because the latter cannot provide a performance or payment bond for the work, unless the bidder's bonding is contingent upon bonding for all subcontractors.

**(vi) BID PACKAGES**

The prime contract bidder should break its subcontracts down into discrete items or packages that at least some of the M/WBEs in the relevant area may find economically feasible to perform.

The prime contract bidder should not deny a subcontract to an otherwise qualified and competitive M/WBE solely because the latter cannot perform an entire package of related items, but the bidder may deny a request to repackage the work where doing so would jeopardize scheduling, or increase that bidder's cost of performing the original package by more than 5%.

**(vii) SUBCONTRACTOR QUOTES**

Where two or more quotes cover the same item(s) of work, the prime contractor bidder should have the discretion to accept the low quote.

**(viii) LETTER OF INTENT**

No more than five business days after the bid date, the prime contract bidder should send a letter of intent to the M/WBEs that the bidder intends to use on the project.

**(ix) REASONS FOR REJECTION**

No more than one week after it determines that it has been successful, the prime contract bidder should also communicate with any M/WBE that unsuccessfully bid for a portion of the work. The prime contract bidder should provide a legitimate and non-discriminatory reason for not using the M/WBE.

**(x) WRITTEN POLICY**

Independent and apart from its interest in any one project, the prime contract bidder should have a written policy stating that it affirmatively supports

subcontracting to M/WBEs, and that bringing such firms into the mainstream of the construction industry is a priority for that firm. This policy shall be made available to the City upon request.

**(xi) LIAISON WITH M/WBEs**

Independent and apart from its interest in any one project, the prime contract bidder should assign a senior official the responsibility of serving as a liaison between the firm and the M/WBEs in the relevant area.

**(d) MINORITY AND WOMEN BUSINESS ENTERPRISES**

**(i) PRE-BID MEETINGS**

The M/WBEs should attend any pre-bid meetings that the City may schedule.

**(ii) EXPRESSION OF INTEREST**

The M/WBE shall promptly call, send a fax or E-mail to any prime contract bidder to whom it would like to provide a quote. The M/WBE should clearly express an interest in providing a quote. The M/WBE should also send a notice of its interest in the project to the construction clearinghouse. To the extent practical, the M/WBEs should take such actions during normal business hours and at least five business days before the date on which bids are due.

**(iii). SCOPE LETTER**

At least five business days before the date on which bids are due, the M/WBEs should also give the prime contract bidder a scope letter that clearly defines the items that the M/WBE would like to perform.

**SECTION FOUR. PUBLIC WORKS CONTRACTS**

1. This section shall be applicable to all contracts let for public works contracts or improvements.



2. If a prime contractor's bid does not indicate an intent to utilize a minimum of 25% MBE participation and 5% WBE participation, the contractor shall request a waiver from the contracting agency who then must submit such request to SLDC.
3. SLDC will grant a waiver from meeting the 25% MBE and 5% WBE goals, or some portion of them, when documentation submitted by the bidder substantiates that all available resources have been exhausted in locating and soliciting bids or proposals from minority and women contractors, suppliers, and service providers.
4. MBE and WBE participation shall be counted in accordance with the following provisions:
  - (a) A contracting agency may count as MBE or WBE participation only expenditures to MBE's and WBE's that perform commercially useful functions in the execution of a contract. An MBE or WBE is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE or WBE is performing a commercially useful function, SLDC will evaluate the amount of work subcontracted, industry practices, and other relevant factors.
  - (b) A contracting agency may count as MBE or WBE participation the total dollar value of a contract with an MBE or WBE prime contractor less any amount that is subcontracted to non-MBE's/WBE's (including any persons or firms that are identified as MBE and/or WBE but are not so certified by the City of St. Louis).
  - (c) The total dollar value of a contract with an enterprise owned and controlled by minority women may be counted as either minority or women's business participation, but not both. The contracting agency must choose which category of participation to which the dollar value is applied.

- (d) A contracting agency may count as MBE or WBE participation a portion of the total dollar value of a contract with a joint venture equal to the percentage of MBE or WBE participation in the joint venture. The joint venture must be certified by the City of St. Louis and the MBE or WBE participant in the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to a share in the ownership, control, management, responsibility, risks and profits of the joint venture.
- (e) A contracting agency may count toward a bidder's MBE and WBE goals expenditures for material and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of materials and supplies.
- (i) A contracting agency may count a bidder's entire expenditure to a MBE/WBE manufacturer. A manufacturer is defined as an individual or entity that produces goods from raw materials or substantially alters them before resale.
- (ii) The bidder may count twenty percent (20%) of its expenditures to MBE/WBE suppliers that are not manufacturers.
- (f) A contracting agency may count as MBE or WBE participation the entire expenditure to an MBE or WBE supplier when the supplier:
- (i) assumes the actual and contractual responsibility for furnishing the supplies and materials; and
- (ii) is recognized as a distributor by the industry involved in the contracted supplies and materials; and
- (iii) owns or leases a warehouse, yard, building or whatever other facilities are viewed as customary or necessary by the industry; and
- (iv) distributes, delivers and services products with its own staff and/or equipment.

- (g) A contracting agency may count as MBE and WBE participation only those firms that have been certified as MBE's and WBE's by SLDC prior to bid opening. If a firm listed by a bidder in its bid documents has not been so certified as MBE or WBE, the amount of participation it represents will be deducted from the total MBE or WBE participation proposed to determine the actual level of MBE and WBE participation proposed by the bidder.
  - (h) Joint ventures or mentor-protégé-relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
  - (i) Participation of MBE and WBE firms located outside of the St. Louis Metropolitan Statistical Area (MSA) shall not count towards the goals established in this order.
5. To meet the requirements of the order, the following guidelines must be followed by prime contractors:
- (a) For any work to be subcontracted or materials to be supplied, prime contractors shall solicit bids from MBE's and WBE's to the maximum extent possible, referring to the City's Directory as necessary. All firms, including non-MBE's and non-WBE's, should be solicited in the same time period. If an MBE or WBE firm submits the low or equally low bid for work to be subcontracted or materials to be supplied, the prime contractor shall use the MBE or WBE firm unless the bid is non-responsive or the prime contractor is able to document that the MBE or WBE firm is unqualified or otherwise unable to perform the work or supply the needed materials. Where second tier subcontracting is to occur, the same procedure shall be employed for each type of work or materials to be supplied under a second tier subcontract.
  - (b) All solicitations shall be made prior to the bid opening and there shall be no negotiation of bids or "bid shopping" by the contracting agency. Contractors

bidding on more than one contract must solicit bids from MBE's and WBE's for each contract for which they are bidding regardless of the proximity of the bid dates or the previous lack of responsiveness of MBE's and WBE's.

- (c) Prime contractors may count as MBE or WBE participation only those firms that have been certified as MBE's or WBE's by the City of St. Louis prior to the bid opening.
  - (d) Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
  - (e) Participation of MBE and WBE firms located outside the MSA shall not count towards the goals established in this order.
6. The contracting agency shall notify SLDC of the date and time for the formal bid opening. After the bids have been opened and read, the contracting agency will review the M/WBE Statement, included as part of the bid documents, to determine whether the low bidder intends to meet the MBE and WBE participation goals established by this order. If the low bidder does not meet the specified goals for MBE and WBE participation, the low bidder shall be instructed to request a total or partial waiver of the goals.
7. Within 48 hours following bid opening the apparent low bidder, and any other bidder still desiring to be considered for contract award, shall submit to the Contracting Agency the M/WBE Utilization Plan, and any other documents required by the bid documents, including, where appropriate, a request for waiver. If the M/WBE Utilization Plan does not meet the project goals, the bidder shall seek a partial or total waiver of the M/WBE goals. The application for waiver of all or part of the M/WBE goals shall include full documentary evidence of the bidder's good faith efforts to meet the goals prior to bid opening and why the request for waiver should be granted. The application, which shall

be in writing, must include a narrative, affidavits or exhibits which verify the actions taken by the bidder to meet the M/WBE goals.

8. The contracting agency will conduct a preaward conference following the bid opening. A representative from SLDC and SLDC's designated minority and women's contractors assistance agency shall attend this meeting. At that time, the contracting agency will review the bidder's proposed MBE and WBE participation. If the bidder fails to meet the goals established by this order, it will be allowed to request a waiver from those provisions. The waiver request must be supported by evidence establishing that the bidder has exhausted all available resources in locating and soliciting bids or proposals from minority and women's businesses and has found it impossible to meet the established goals. Denial of a waiver may be appealed by the bidder, within 10 days of notice of the denial, to the Mayor, who shall rule upon the appeal in due course. Failure on the low bidder's part to exhaust all reasonable methods in a good faith effort to solicit bids prior to bid opening from the MBE and WBE firms listed in the City's Directory may place the award of the contract to the low bidder in jeopardy.
9. Prior to the preaward conference, copies of the bid documents will be distributed to SLDC. SLDC will immediately begin a review of the bid documents and, within two weeks following the preaward conference, will make a recommendation as to the apparent low bidder's good faith efforts to meet the city's goals prior to bid opening. In making this determination, SLDC will contact MBE's and WBE's to verify that the apparent low bidder solicited bids from each of them, that the MBE and WBE subcontractor bid amounts listed accurately reflect the amounts actually quoted by those firms and, in the case of those MBE/WBE firms proposed to be utilized by the low bidder, that the apparent low bidder has tentative agreements with them in the amounts shown. For work being

subcontracted to non-MBE/WBE firms, SLDC will contact the certified MBE and WBE firms in that particular trade, service or supply area to verify that, after solicitation of bids by the proposed prime contractor, the MBE and WBE firms submitted high or non-responsive bids or no bids at all. After the verification process, SLDC may make a positive recommendation to the contracting agency for contract award to the low bidder and/or grant the request for a waiver to the MBE/WBE goals established by this order, or SLDC may recommend denial of the contract award and/or the request for a waiver. The contracting agency shall not award any contract in excess of \$10,000 without the positive recommendation of the SLDC.

10. Each contracting agency shall maintain files documenting the efforts of successful bidders to achieve the City's goals regarding utilization of minority and women's business. In addition, each contracting agency is responsible for documenting that the prime contractor (including MBE and WBE prime contractors) has signed and valid contracts with each MBE and/or WBE subcontractor proposed by the prime contractor in its bid documents. The contracting agency shall not authorize any payments to the prime contractor until acceptable documentation has been submitted to SLDC and the contracting agency.
11. At contract completion, the contracting agency shall obtain final documentation of MBE and WBE participation. The contracting agency must have complete and acceptable documentation as determined by SLDC of amounts paid to all project MBE and WBE subcontractors on file before the final payment is made to the prime contractor.
12. Representatives of the contracting agency and/or SLDC or its designee shall make periodic visits to the project site to verify minority and women's business enterprise participation.
13. In the event that a public works or improvement contract is awarded on an emergency basis, the contracting agency shall give preference to MBE's and WBE's if, at the time

that the contract is let, those contracts that have been awarded as of that date, do not, in the aggregate, meet the City-wide goals specified in this order.

14. The provision of this order shall be made part of all contracts regulated by this order.

## **SECTION FIVE. SERVICE CONTRACTS**

1. It shall be the goal of each contracting agency where anticipated service contracts, including professional service contracts, for any year exceed the sum of \$150,000 in the aggregate that 25% of the aggregate value of contracts awarded each fiscal year be let with MBE's and that 5% of the aggregate value of contracts awarded each fiscal year be let with WBE's.
2. It shall be the goal of the city that of the aggregate value of contracts awarded by contracting agencies that anticipate letting service contracts, including professional service contracts, aggregating \$150,000 or less, 25% shall be let with MBE's and 5% be let with WBE's.
3. The methods by which contracting agencies shall pursue those goals shall include, but not be limited to,
  - (a) consultation with SLDC and observation of all rules and regulations promulgated by SLDC;
  - (b) active solicitations of proposals by MBE's and WBE's;
  - (c) encouragement of joint ventures or mentor-protégé relationships that include MBE's and WBE's;
  - (d) encouragement of subcontracting to MBE's and WBE's;
  - (e) solicitation of proposals from MBE and WBE firms in a time frame that will allow those firms to respond;
  - (f) division of contract requirements where possible to allow MBE's and WBE's reasonable contracting opportunities; and

(g) contacting minority and women trade and professional organizations to solicit participation.

4. All requests for services, including professional services, shall require proposers to make every good faith effort to utilize minority business enterprises and women's business enterprises as subcontractors and suppliers whenever possible. Proposers shall be required to submit their projected utilization of minority and women's business enterprises, if any, along with a description of the efforts made to utilize such businesses.
5. Each contracting agency shall make a report to SLDC of the MBE and WBE participation in each professional service contract that it makes.
6. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
7. Participation of MBE and WBE firms located outside the MSA shall not count towards the goals established in this order.
8. Contracts with non-MBE's and non-WBE's shall be counted towards the MBE and WBE goals under the following circumstances and according to the following standards:
  - (a) where the non-MBE or non-WBE firm assigns one or more minority or women partners or owners, 75% of the billable hours attribute to that partner or owner shall be counted as MBE or WBE participation, as the case may be.
  - (b) where the non-MBE or non-WBE firm assigns one or more minority or women associates or employees, 25% of the billable hours attributed to the associates or employees shall be counted as MBE or WBE participation, as the case may be.
  - (c) where the non-MBE or non-WBE enters into a subcontract with an SLDC-certified MBE or WBE, that portion of the value of the contract that is subcontracted shall be counted as MBE or WBE participation as the case may be.



## **SECTION SIX. SUPPLY CONTRACTS**

1. The goal of the City of St. Louis is that 25% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with MBE's and that 5% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with WBE's.
2. All contracts let by the Supply Division for the purchase or lease of materials, equipment, supplies, commodities or services, the estimated cost of which exceeds \$500, shall be subject to this goal;
3. The methods by which the Supply Commissioner shall pursue this goal shall include but not be limited to the following:
  - (a) The Supply Commissioner shall solicit bids from minority business enterprises and women's business enterprises certified to supply the required materials, equipment, supplies or services;
  - (b) SLDC shall provide the Supply Commissioner with a list of minority business enterprises and women's business enterprises qualified to provide each of those commodities that the Supply Commissioner indicates are required by the City;
  - (c) The Supply Commissioner shall notify SLDC prior to solicitation of bids whenever no such qualified businesses are available;
  - (d) SLDC shall attempt to identify such qualified businesses, and if successful, shall notify the Supply Commissioner of their availability; and
  - (e) The Supply Commissioner shall provide such minority business enterprises and women's business enterprises every practical opportunity to submit bids.
4. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.

5. Participation of MBE and WBE firms located outside the MSA shall not count towards the goals established in this order.

## **SECTION SEVEN. CONCESSION CONTRACTS**

1. It shall be the goal of each contracting agency to award concession contracts in such a manner as to achieve the City's goals for MBE and WBE participation.
2. The methods by which contracting agencies shall pursue this goal shall include, but not be limited to, the following:
  - (a) consultation with SLDC and observation of all rules and regulations promulgated by SLDC;
  - (b) active solicitations of proposals by MBE's and WBE's;
  - (c) encouragement of joint ventures or mentor-protégé relationships that include MBE's and WBE's;
  - (d) encouragement of subcontracting to MBE's and WBE's;
  - (e) solicitation of proposals from MBE and WBE firms in a time frame that will allow those firms to respond;
  - (f) division of contract requirements where possible to allow MBE's and WBE's reasonable contracting opportunities;
  - (g) contacting minority and women trade and professional organizations to solicit participation.
2. All requests for concession proposals shall require proposers to make every good faith effort to utilize minority business enterprises and women's business enterprises as subcontractors and suppliers whenever possible. Concession contract proposers shall be required to submit their projected utilization of minority and women's business enterprises, if any, along with a description of the efforts made to utilize such businesses.

3. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
4. Participation of MBE and WBE firms located outside the MSA shall not count towards the goals established in this order.

#### **SECTION EIGHT. BONDING ASSISTANCE**

SLDC shall develop a program to assist small business enterprises, including MBE's and WBE's in obtaining information and resources on the availability of bonding for public sector contracts. SLDC shall provide;

1. Individualized counseling;
2. Conduct seminars relating to bonding;
3. Explore methods of creating a bonding program for small businesses with public and private sector resources;
4. Monitor the bonding practices in the local market and to document any instances of discrimination in the bonding industry; and
5. Provide advice and information to the Board of Public Service or the appropriate user department as to the level of bonding generally available to subcontractors, so that such information may be considered in the process of reducing such projects to a size that small business enterprises might successfully bid.

#### **SECTION NINE. FINANCIAL ASSISTANCE**

SLDC will assist small business enterprises in locating available financial resources in the St. Louis business sector. SLDC shall:

1. Act as a clearinghouse for information on financial assistance programs for small business enterprises, MBEs, and WBEs;
2. Assist in packaging loan requests for small business enterprises;

3. Contract seminars relating to financing;
4. Monitor and document any instances of discrimination against small business enterprises, MBEs, and WBEs; and
5. Explore public and private resources to provide financial services to small business enterprises.

## **SECTION TEN. EMPLOYMENT**

All firms doing business with the City of St. Louis are encouraged to act affirmatively to hire residents of the City of St. Louis as employees, with particular emphasis on residents of the City who are members of minority groups or who are women.

## **SECTION ELEVEN. CITY-FUNDED PROJECTS**

All contracts between the City of St. Louis and a second party wherein the City of St. Louis provides City or other governmental funds to the second party and wherein the second party agrees to provide services or engage in a project shall contain a provision obligating the second party to observe the program established by this Order, except with respect to non-construction contracts to which not-for-profit corporations are a party.

## **SECTION TWELVE. PENALTIES**

1. If SLDC determines that a contractor, bidder or proposer has failed to comply with the City's program regarding utilization of minority and women's business enterprises, it shall report its determination to the Mayor.
2. The Mayor, pursuant to Article VII, 1 of the Charter, may subject the offending party to any or all of the following penalties and sanctions:
  - (a) withholding of contract award;
  - (b) suspension of contract;
  - (c) withholding of payments;

- (d) rescission of contract based upon a material breach of contract pertaining to MBE and/or WBE participation;
  - (e) refusal to accept a proposal; and
  - (f) disqualification of a bidder, proposer or contractor from eligibility for providing goods or services to the City for a period not to exceed one year.
3. The Mayor shall report the imposition of any penalty to the Comptroller and to the City Counselor.

### **SECTION THIRTEEN. MINORITY AND WOMEN'S BUSINESS ENTERPRISE ADVISORY COMMITTEE**

1. There is hereby created and established an advisory committee to be known as the Minority and Women Business Enterprise Advisory Committee.
2. The committee shall consist of the following ten (10) members appointed by the Mayor, with the consent of the Board of Aldermen:
  - (a) One (1) member of the Commission of the Civil Rights Enforcement Agency;
  - (b) One (1) member of the Contractors Assistance Program (CAP);
  - (c) One (1) member of the St. Louis Minority Contractors Association;
  - (d) One (1) member of the National Association of Women in Construction;
  - (e) One (1) member of the Associated General Contractors of St. Louis;
  - (f) One (1) member of the Hispanic Chamber of Commerce;
  - (g) One (1) member of the National Indian Community Association;
  - (h) One (1) member of the Asian-Americans for Equal Opportunity;
  - (i) One (1) member of the St. Louis Minority Business Council; and
  - (j) One (1) member of the St. Louis Council of Construction Consumers;

3. Members shall serve for staggered terms of three (3) years. Initially four (4) members shall be appointed for a term of three (3) years, three (3) members shall be appointed for a term of two (2) years and three (3) members shall be appointed for a term of one (1) year. Vacancies shall be filled in the same manner as the original appointments for the remainder of the vacant term. Each member shall serve without compensation.
4. The committee shall elect a Chairman and a Secretary who shall each serve for three (3) years. One (1) month prior to the end of the Chairman's and the Secretary's term, successors shall be elected. The committee shall adopt rules consistent with applicable laws for the conduct of its business.
5. The committee shall meet quarterly to review compliance with this Order. In addition, the committee shall at a minimum meet twice annually in open public session to receive general testimony from the public. All minutes and records of the committee shall be open to the public.
6. The committee shall monitor the effectiveness of the City's program described in this order and make such recommendations to SLDC as it sees fit. The actions, decisions and recommendations of the Committee are to further the policies and goals of this Order and shall not be final or binding on the City but shall be advisory only.

#### **SECTION FOURTEEN. TERM**

The program established by this order shall cease June 30, 2002, except SLDC shall submit its final report on September 30, 2002.

#### **SECTION FIFTEEN. REPORT**

No later than September 30, 1998 and beginning in 1998, and every year thereafter, SLDC shall deliver a report to the Mayor reviewing the progress made as of the preceding June 30 in achieving the

City's goals, and making such recommendations as to further remedial action that should be taken, if any.

#### **SECTION SIXTEEN. FEDERAL AND STATE REGULATIONS**

Projects that utilize federal or state funds in whole or in part must comply with any applicable federal or state regulations and such regulations may not be waived by the City.

Dated: July 24, 1997

Signed by: Clarence Harmon

Mayor, City of St. Louis

## APPENDIX F



AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ.  
FOR ALL AGREEMENTS AND AWARDS IN EXCESS OF \$5,000.00  
EFFECTIVE 1/1/2009

STATE OF MISSOURI                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_,  
State of \_\_\_\_\_, personally appeared \_\_\_\_\_  
(Name) who is \_\_\_\_\_ (Title) of \_\_\_\_\_  
(Name of company), \_\_\_\_\_ (a corporation), (a partnership), (a sole  
proprietorship), (a limited liability company), and after being duly sworn did depose and say:

(1) that said company is enrolled in and participates in a federal work authorization program with  
respect to the employees working in connection with the contracted services; and

(2) That said company does not knowingly employ any person who is an unauthorized  
alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et  
seq.

Documentation of participation in a federal work authorization program is attached to this  
affidavit. (An example of acceptable documentation is the E-Verify Memorandum of  
Understanding (MOU) - a valid, completed copy of the first page identifying the employer and a  
valid copy of the signature page completed and signed by the employer, the Social Security  
Administration and the Department of Homeland Security.)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_ of, 20\_\_.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

My commission expires:

## APPENDIX G

COMPTROLLER'S OFFICE  
**TAX VERIFICATION FORM**

DATE \_\_\_\_\_

TO: **COLLECTOR OF REVENUE**  
ROOM 410, CITY HALL

**LICENSE COLLECTOR**  
ROOM 104, CITY HALL

FROM: DEPARTMENT St. Louis Development Corporation (SLDC)

ROOM NO./BUILDING 1015 Locust, 11<sup>th</sup> Floor TELEPHONE NO./EXT. 622-3400 ext. 330

CITY CONTACT PERSON (PLEASE PRINT) Rob Orr

**CONTRACT INFORMATION**

BUSINESS NAME \_\_\_\_\_

OCCUPATION/PROFESSION \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

F.I.D./S.S.N. \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

TYPE OF CONTRACT ☐ SALES ☐ SERVICES ☐ BOTH

TYPE OF PRODUCT OR SERVICE \_\_\_\_\_

IF SERVICE RENDERED, PERFORMANCE WILL BE ☐ INSIDE CITY LIMITS ☐ OUTSIDE CITY LIMITS

DOES VENDOR DELIVER PRODUCT OR MAKE SALES/SERVICE CALLS IN THE CITY? ☐ YES ☐ NO

**COLLECTOR OF REVENUE** ROOM 410, CITY HALL

Date Received \_\_\_\_\_

**TAX DELINQUENCIES**

[ ] Earnings Tax Withholding \_\_\_\_\_  
Year Quarter

[ ] Annual E-234 \_\_\_\_\_  
Year

[ ] Payroll Expense Tax \_\_\_\_\_  
Year Quarter

[ ] Reconciliation Report  
(W-3 Form) \_\_\_\_\_  
Year

[ ] Personal Property Tax \_\_\_\_\_  
Year

[ ] Not on current Earnings Tax Rolls.

[ ] Not on current Personal Property Tax Rolls.

[ ] **APPROVED** Date \_\_\_\_\_ By \_\_\_\_\_

[ ] **REJECTED** Date \_\_\_\_\_ By \_\_\_\_\_

**LICENSE COLLECTOR** ROOM 104, CITY HALL

Date Received \_\_\_\_\_

Manufacturer's Tax

Business License

Other

Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPROVED BY** \_\_\_\_\_  
(Please Sign)

**REJECTED BY** \_\_\_\_\_  
(Please Sign)

Date \_\_\_\_\_

Paid	Exempt	Delinquent	Needs License

## APPENDIX H

**STATEMENT OF QUALIFICATIONS RESPONSE FORM**  
**PART I – PRIME CONTRACTOR**

All questions in Part I refer to the Prime Contractor responding to this bid request.

1. Business Name \_\_\_\_\_

a. Physical address of the local office responding to this application:

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Is this business located within the corporate limits of the City of St. Louis?

Yes \_\_\_\_ No \_\_\_\_

b. Mailing address if different from above:

Street/PO Box \_\_\_\_\_

City, State, Zip \_\_\_\_\_

c. If the firm's corporate office is located elsewhere, list that address here:

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

d. Company Website \_\_\_\_\_

2. Please list the name of the person to contact regarding this bid and contract matters.

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Phone/Extension \_\_\_\_\_

E-mail \_\_\_\_\_

Cell Phone \_\_\_\_\_

3. Does this Contractor have a current City of St. Louis Business License? Yes \_\_\_\_ No \_\_\_\_

Refer to the License Collector website: <http://stlouis.missouri.org/citygov/license/>

4. Is this Contractor currently certified as a Disadvantaged, Minority-Owned, or Woman-Owned Business Enterprise (DBE/MBE/WBE) by the City of St. Louis DBE Program Office located at the airport? Yes \_\_\_\_ No \_\_\_\_

If yes, check the certification type(s): DBE \_\_\_\_ MBE \_\_\_\_ WBE \_\_\_\_

If yes, attach proof of certification.

5. Indicate the type of firm: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership  
\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Limited Liability Company  
\_\_\_\_\_ Other: \_\_\_\_\_

If a partnership or joint venture, attach a copy of the partnership or joint venture contract.

6. List key persons associated with the company (owners, officers, directors, or managers).

<u>Name</u>	<u>Position/Title</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. What year was this company established? \_\_\_\_\_

8. Number of years under the present ownership: \_\_\_\_\_

9. Number of years engaged in construction work of a similar nature: \_\_\_\_\_

10. How many full-time employees work for this company? \_\_\_\_\_

11. Has the company ever conducted business using a different name? Yes \_\_\_\_ No \_\_\_\_  
If yes, list the previous business name and address.

Previous Name \_\_\_\_\_

List the years of operation under the previous name \_\_\_\_\_

12. In last 15 years, has this firm or any of the current owners declared bankruptcy under this or another company name? Yes \_\_\_\_ No \_\_\_\_

If yes, list the name(s) of the bankrupt company and/or owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Has the company been a party to any litigation or arbitration arising out of its performance of any contract within the past five years? Yes \_\_\_\_ No \_\_\_\_ If yes, attach a detailed description of all each incident.

14. Within the past five years, have any liquidated damages been assessed against the company? Yes \_\_\_\_ No \_\_\_\_ If yes, attach a detailed description of all each incident.

15. In the past five years, has this company received any citations for EEO violations, OSHA violations, antitrust violations, or any other regulatory agency citations? Yes \_\_\_\_ No \_\_\_\_  
If yes, attach a detailed description of each incident.

16. In the past five years, has Missouri Division of Professional Registration or any state licensing board taken any disciplinary action on this company's registration or the license of any key persons (owners, officers, and directors) affiliated with it? Yes \_\_\_\_ No \_\_\_\_ If yes, attach a detailed description of each incident.

17. Does this company have any federal, state, or city tax liens filed against it? Yes \_\_\_\_ No \_\_\_\_  
If yes, attach a detailed description of each lien.

18. List the name of the person who will serve as the on-site supervisor on this project.

Supervisor Name \_\_\_\_\_

Phone/Extension \_\_\_\_\_

E-mail \_\_\_\_\_

Cell \_\_\_\_\_

Length of service with this firm: \_\_\_\_\_

The on-site supervisor should have a minimum of five years experience in projects of similar size and scope. How many years of supervisory experience does this supervisor have? \_\_\_\_\_

How many projects has this person supervised in the past five years that exceed \$100,000 in value? \_\_\_\_\_

19. Submit a detailed project schedule for all work.

20. Submit evidence of Contractor's ability to obtain Performance and Payment Bond as required by the Bid Documents, shown by a letter signed by the Contractor's bonding company.

21. Submit evidence of Contractor's ability to obtain insurance as required by the Bid Documents, shown by a letter signed by the Contractor's insurance company; and addressing specifically each item under the General Conditions, Part 30, Insurance.

22. Submit credentials and copies of licenses of the landfill site and operator to be used for waste materials/debris if any.

23. Submit forms listed in the Instructions to Bidders, Section 26 – Bid Requirements. (A packet of blank forms is available from the Authority.)



24. Has your firm or its agents been issued a Stop Work Order on any project within the last five years? Yes \_\_\_\_ No \_\_\_\_ If yes, list every project that has been terminated by the owner, and provide a brief explanation of the reason the project was terminated. Copy this page if additional space is needed.

Client's Name \_\_\_\_\_

Name of Client's Contact \_\_\_\_\_

Phone/Extension \_\_\_\_\_

Reason for Termination \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Client's Name \_\_\_\_\_

Name of Client's Contact \_\_\_\_\_

Phone/Extension \_\_\_\_\_

Reason for Termination \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Client's Name \_\_\_\_\_

Name of Client's Contact \_\_\_\_\_

Phone/Extension \_\_\_\_\_

Reason for Termination \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

25. Provide references on four projects completed during the past three years involving a similar scope of work as this project and for which your firm served as the Prime Contractor. If your firm has not served as the Prime Consultant/Contractor on five projects during this time, provide information on projects in which your firm provided significant work.

**Project #1:**

Project Owner (Client) \_\_\_\_\_

Name of Person to Contact \_\_\_\_\_

Title \_\_\_\_\_

Phone/Extension \_\_\_\_\_

E-mail \_\_\_\_\_

Project Completion Date \_\_\_\_\_

Estimated Total Project Cost \_\_\_\_\_

In what capacity did your firm serve on this project (check one):

Prime Contractor \_\_\_\_\_ Subcontractor \_\_\_\_\_

**Project #2:**

Project Owner (Client) \_\_\_\_\_

Name of Person to Contact \_\_\_\_\_

Title \_\_\_\_\_

Phone/Extension \_\_\_\_\_

E-mail \_\_\_\_\_

Project Completion Date \_\_\_\_\_

Estimated Total Project Cost \_\_\_\_\_

In what capacity did your firm serve on this project (check one):

Prime Contractor \_\_\_\_\_ Subcontractor \_\_\_\_\_

**Project #3:**

Project Owner (Client) \_\_\_\_\_

Name of Person to Contact \_\_\_\_\_

Title \_\_\_\_\_

Phone/Extension \_\_\_\_\_

E-mail \_\_\_\_\_

Project Completion Date \_\_\_\_\_

Estimated Total Project Cost \_\_\_\_\_

In what capacity did your firm serve on this project (check one):

Prime Contractor \_\_\_\_\_ Subcontractor \_\_\_\_\_

**Project #4:**

Project Owner (Client) \_\_\_\_\_

Name of Person to Contact \_\_\_\_\_

Title \_\_\_\_\_

Phone/Extension \_\_\_\_\_

E-mail \_\_\_\_\_

Project Completion Date \_\_\_\_\_

Estimated Total Project Cost \_\_\_\_\_

In what capacity did your firm serve on this project (check one):

Prime Contractor \_\_\_\_\_ Subcontractor \_\_\_\_\_

## APPENDIX I

**STATEMENT OF QUALIFICATIONS RESPONSE FORM**  
**PART II – SUBCONTRACTOR**

Complete this form for every Subcontractor that may provide work on this project.  
Photocopy this two-sided form as often as needed.

1. Business Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Is this business located within the corporate limits of the City of St. Louis?  
Yes \_\_\_\_ No \_\_\_\_

2. Contact Name \_\_\_\_\_  
Title \_\_\_\_\_  
Phone/Extension \_\_\_\_\_  
E-mail \_\_\_\_\_  
Cell Phone \_\_\_\_\_

3. Does this Subcontractor have a current City of St. Louis Business License? Yes \_\_\_\_ No \_\_\_\_  
Refer to the License Collector website: <http://stlouis.missouri.org/citygov/license/>

4. Is this Contractor currently certified as a Disadvantaged, Minority-Owned, or Woman-Owned Business Enterprise (DBE/MBE/WBE) by the City of St. Louis DBE Program Office located at the airport? Yes \_\_\_\_ No \_\_\_\_

If yes, check the certification type(s): DBE \_\_\_\_ MBE \_\_\_\_ WBE \_\_\_\_

If yes, attach proof of certification.

5. In the past five years, has this company received any citations for EEO violations, OSHA violations, antitrust violations, or any other regulatory agency citations? Yes \_\_\_\_ No \_\_\_\_  
If yes, attach a detailed description of each incident.

continued...

6. Does this company have any federal, state, or city tax liens filed against it? Yes \_\_\_\_ No \_\_\_\_  
If yes, attach a detailed description of each lien.

7. Describe the work to be performed by this Subcontractor:

## APPENDIX J

## **CONTRACTOR'S WORK**

### **1. CONTRACTOR RESPONSIBILITIES**

Contractor shall furnish, mount and terminate equipment and control cables specified herein, and provide dedicated power circuits as required. Contractor shall perform system startup and commissioning on a schedule coordinated with the Authority. Contractor shall be responsible for necessary subcontractors, proper termination, startup and commissioning for devices such as, but not limited to, wireless, camera, server, software and network configuration. Contractor shall be responsible for providing system programming related to the surveillance system including, but not limited to configuration of cameras, wireless equipment, servers and PCs. Subcontractors shall be identified in bidder's response. Bidding contractors shall bring personal protective equipment consisting of hard hat, safety glasses and ear protection to the pre-bid walk through. Number of representatives from each bidding contractor allowed into work areas may be limited.

### **2. REPORTS**

Contractor shall prepare a written record of inspections, tests, and detailed test results in the form of a test log. These reports shall be print outs directly from the testing device without any ability to alter or change.

### **3. INSTALLATION SCHEDULE**

Planning and scheduling of work shall be done in full cooperation with Authority and individual building managers. The work required by this specification shall be completed by a date agreed upon with the Authority. The work shall be planned with sufficient number of work crews to meet the project completion needs.

### **4. AS BUILT RECORD DRAWINGS**

Contractor shall provide AutoCAD or Visio format drawings with circuit information, network connections and as-built drawings to Authority's Representative within 14 days of project acceptance. Authority's Representative shall coordinate the review and approval of documentation prior to the release of final payment.

### **5. PROPER EQUIPMENT INSTALLATION**

- a. All RF connections must be waterproofed per manufacturer specifications the same day as those devices are installed.



- b. All surge/lightning suppressors shall be grounded according to manufacturers instructions.
- c. All exterior network cable shall be rated for outdoor use.
- d. Safety cables for non-penetrating roof mounts shall be clearly tagged with safety yellow or orange tape.
- e. Contractor shall size 120V conductors for distances required.
- f. Contractor shall adhere to all relevant codes and standards including, but not limited to the National Electrical Code (NEC), Building Officials and Code Administrators (BOCA) and International Building Code (IBC), as well as the following:
  - i. ANSI/EIA-455, Standard Test Procedures for Fiber Optic Fibers, Cables, Transducers, Sensors, Connecting and Terminating Devices, and Other Fiber Optic Components.
  - ii. TIA/EIA -568B.1, Commercial Building Telecommunications Wiring Standard Parts 1 and 2 including all addendums and errata.
  - iii. ANSI/TIA/EIA-568-B.3, Optical Fiber Cabling Components Standard including addendum 1
  - iv. ANSI/EIA/TIA-569, Commercial Building Standard For Telecommunications Pathways And Spaces.
  - v. ANSI/EIA/TIA-590, Standard For Physical Location And Protection Of Below-Ground Fiber Optic Cable Plant.
  - vi. ANSI/EIA/TIA 598-C, Optical Fiber Cable Color Coding.
  - vii. ANSI/TIA/EIA 606-A, The Administration Standard for the Telecommunications Infrastructure of Commercial Building
  - viii. National Electrical Code-Latest Edition, Article 300-11 Securing and Supporting.
- g. Cabling shall be run in accordance with current NEC which includes proper support of cables in conduit, wire trays, drive rings or other approved methods. Cable shall not be supported by ceiling tiles, tile support, water/gas piping or existing conduit. Cabling shall also comply with BICSI TDMM and TIA/EIA
- h. Unshielded Twisted pair cabling installations shall be certified. The successful installation and testing of these cabling requirements shall be validated by successful bidder. Complete testing and documentation shall be provided after installation and prior to acceptance. Network cable lengths shall be 100m or under. Acceptable CAT5E outdoor rated cable is Mohawk M57561 or equivalent.
- i. In no way shall flexible conduit routed to camera enclosures impede the ability to open or close the cover to the environmental enclosure. Connections to camera enclosures and wireless nodes shall be flexible, watertight conduit.

- j. All network cables utilized outside, even if the entire length is in conduit, shall be outdoor rated.
- k. Exact mounting location of every device shall be approved in writing by Authority. If Contractor does not receive written approval and the devices later need to be relocated, these moves shall be performed by Contractor at no cost.
- l. Contractor shall provide testing data displaying cable length and cable and connector quality from testing equipment defined above in section 1.2.6.
- m. All fiber optic cables in Streets Department enclosures shall be terminated and tested by the Streets Department.
- n. UV rated nylon cable ties are required to fasten cables to mounts.
- o. Cold shrink shall be required to weatherproof all antenna and lightning arrestor connections.
- p. All rooftop mounts shall be secured to rooftop structure using a safety cable
- q. Power cables for camera power supply and wireless nodes shall exit from the bottom of the device. Power cable to wireless node shall not be in conduit but shall exit enclosure through watertight fitting.
- r. All camera enclosures, radios, and radio mounts shall be marked in a permanent manner, on every axis, to show final positioning. All cameras, nodes and antennas shall be permanently labeled with the identical nomenclature and IP address as used in the software configuration.
- s. Contractor shall not leave any unused connectors uncovered which are exposed.
- t. Flexible, liquid tight conduit to all roof mounted radios shall have a ten foot service loop in the event that the mount needs to be moved for maintenance on the roof. This flexible conduit shall be attached to radio/antenna mount with UV tie wraps. Conduit from electrical panel to power supplies shall be rigid conduit, and shall also be rigid conduit to junction box where the transition is to be made to service loop of liquid tight flexible conduit.
- u. As several of the radio/antenna locations are at a significant height above ground, this increases the awareness that the Contractor must have of the Fresnel zones. Contractor shall provide calculations/documentation of location of Fresnel zones and methods for diminishing signal cancellation.
- v. Contractor may determine that antennas of different beam width are required for optimal performance, and will be responsible for furnishing and installing those alternate antennas. Contractor shall show the calculations that were the basis for this decision.

- w. For any work which interfaces with infrastructure of the Streets/Traffic Department, Contractor shall coordinate work with Phil Albrecht at 314-647-3111 x 1039. Specific locations of coordination are 3<sup>rd</sup> and Carr, Soldier's Memorial and SLMPD 911 Center.

## **6. TRAINING**

Regardless of the VMS, training shall consist of the following, to be conducted by Contractor:

- a. **Operator Training:** This shall take place at Emergency Management for space and noise considerations. Four sessions shall be presented, each lasting no more than four hours with approximately four participants for each session. Sessions shall take place during normal business hours. Contractor shall provide, at a minimum of three days prior to the training, an agenda of the training as well as materials which will be given to the users. Users shall be required to sign an attendance sheet, and Contractor shall video record and place on DVD a minimum of one session to be given to the Authority. Contractor shall coordinate the schedule of these sessions with Emergency Management.

Two weeks after this initial training, Contractor shall be available at the SLMPD 911 Center from 8:00 a.m to 5:00 p.m. to answer any questions which have arisen over the prior two weeks of usage. Due to space and noise limitations, Contractor shall coordinate with operators so that no more than two operators are present at the console at one time.

- b. **Administrator Training:** One, four hour session shall take place at Emergency Management for no more than four participants. Sessions shall take place during normal business hours. Contractor shall provide, at a minimum of three days prior to the training, an agenda of the training as well as materials which will be given to the users. Users shall be required to sign an attendance sheet, and Contractor shall video record the session and place on DVD, which shall be given to the Authority.

Within one week of this initial training, Contractor shall conduct one, four hour session at the SLMPD 911 Center.

## **7. DEMOLITION**

Several cameras are to be either removed and returned to Authority or removed and re-located. These are detailed in this RFP.

## **8. INTERNET INTERFACE**

Authority shall be responsible for contracting for high speed internet connection at server location with static IP address. Contractor shall be responsible for terminating this connection to the appropriate server. Contractor shall be responsible for re-addressing of all existing devices, if required. Contractor shall submit a description of their firewall solution with their proposal, which will be a determining factor of acceptance of the bid.

## **9. NETWORK INTERFACE**

Contractor shall be responsible for configuring all devices on the surveillance system, including cameras, wireless nodes, and servers.

## **10. WIRELESS PROGRAMMING, STARTUP, COMMISSIONING**

- a. Prior to scheduling of startup and commissioning, Contractor shall verify that installation is complete. Completion includes:
  - i. All devices being permanently mounted in their final positions with all associated cable routed and terminated at devices and panel(s)
  - ii. 120V circuit being routed and labeled to devices
  - iii. All physical connections made per manufacturers specifications and as shown on the drawings.
  - iv. Received Signal Strength Indication, RSSI, no less than 68 to 70
  - v. No more than 3 redundant paths
- b. Digital photos of select areas of the installation may be requested by Authority prior to scheduling of startup and commissioning.
- c. At completion of wireless system acceptance test, Contractor shall provide a complete path map including all RSSI levels and noting any bit errors, in Microsoft Word ® or Excel®.

## **11. CAMERA PROGRAMMING, STARTUP, COMMISSIONING**

- a. Prior to scheduling of startup and commissioning, Contractor shall verify that installation is complete. Completion includes:
  - i. All devices being permanently mounted in their final positions with all associated cable routed and terminated at devices and panel(s)
  - ii. 120V circuit being routed and labeled from Electrical panel to camera power supplies.

- iii. Cameras programmed, including setting of all permanent IP addresses and settings.
  - iv. All cameras aimed and focused properly. All camera views shall be approved by Authority and acceptance documented by a signature of the Authority or Authority's representative.
- b. Digital photos of select areas of the installation may be requested by Authority or prior to scheduling of startup and commissioning.
  - c. All camera settings shall be documented and given to Authority as part of As Built documents. The format of this documentation shall be Microsoft Word or Excel.

## **12. NETWORK PROGRAMMING, STARTUP, COMMISSIONING**

Prior to scheduling of startup and commissioning, Contractor shall verify that installation is complete. Completion includes:

- a. Documentation of all switch and network settings
- b. All devices mounted permanently in their final locations

### **13. NETWORK AND FIBER TESTING REQUIREMENTS**

Contractor shall:

- a. Test each pair, conductor, or fiber optic strand of each cable run. Contractor shall not be responsible for testing or deficiencies of fiber optic cable owned by the Streets Department.
- b. Correct deficiencies indicated by tests and completely retest work affected by such deficiencies. Verify that the total system meets the specifications and complies with applicable standards.
- c. Tag all cables, terminal blocks, outlets and other components. Cables shall be labeled with device and function it serves. All label information shall be denoted on as built drawings.
- d. Be responsible for testing each run “end to end” at Authority’s direction, and verifying in writing, that the cabling is in proper working condition. All or some of these tests may be witnessed by Authority’s representative.
- e. Utilize approved testers. For UTP: MicroTest Omni Scanner 2, Agilent Wire Scope 350 or Fluke DSP-4100.

#### **14. HEAD END-SLMPD 911 CENTER**

- Any Contractor provided server shall be current on all Service Packs and patches. Contractor shall be responsible for obtaining and importing Google Earth ® images into existing viewing workstations. There shall be one overall image with the center of the Mississippi River on the East, MacArthur Bridge on the South, the West side of I-70 on the West and Ashley St. on the North. On these images Contractor shall place dynamic icons of each of the cameras, including existing cameras. Contractor shall furnish and install a copy of Firetide Hot View Pro Management software. Firetide requirements shall also include a node at the rack. VPN router to be furnished and installed by others at rack.

Contractor shall:

- Interface and configure Video IQ analytics which shall be interfaced with the Flir cameras.
- Furnish and perform hardware and software upgrades for OnSSI for VPN interface. Alternatively, Contractor shall perform hardware and software upgrades as required for alternative software manufacturer.
- Furnish, install and configure an enterprise firewall appliance for VPN connections rated at 30MBps, to allow three simultaneous users.
- Relocate existing switch in the rack so that the front door of the rack does not impede connections on the front of the switch.
- Upgrade existing 6000 series nodes to the latest version of firmware.

Contractor shall provide server(s) which are approved by the software manufacturer. Should upgraded workstations be required for a solution other than OnSSI, Contractor shall be responsible for provision and installation of these workstations.

If OnSSI is the proposed solution, an Ocularis Base server is required. Requirements are as follows:

- Intel Xeon, dual core or better recommended
- 4GB RAM
- 500GB Hard Drive
- Microsoft ® Windows® Server 2003/2008 64 Bit
- Microsoft .NET 3.5 SP1 Framework; IIS 6.0 or newer
- Keyboard, mouse, 17" monitor.

Contractor shall be responsible for required server software. In the case of OnSSI, Ocularis IS.

The St. Louis Traffic/Streets Department shall be responsible for furnishing equipment and labor to patch fibers into the existing fiber backbone and into the SLMPD 911 center video rack. These connections will be at 3<sup>rd</sup> and Carr where the new cameras transfer from wireless to fiber, and from the basement of Soldier's Memorial to the SLMPD 911 center, for Emergency Management to operate a client workstation.

Existing equipment at the 911 Center is:

Dell R710-1000	Server Intel Xeon E5502 1.86 GHz processor, 4 M Cache Additional Xeon E5502 1.86 GHz processor 8GB Memory. (2) 160GB Hard Drives
Dell MD1000-10001	Storage Array (2) 500GB SATA Hard Drives
Zyxel GS-3012	Switch
Zyxel MC100FX-SC30-A	Media Converter
Firetide 6102	Wireless Node
Dell Vostro 220-1002	Workstation (2) Intel Core 2 Quad Q9400 w/VT 2.66 GHz, 6M L2 Cache. Windows 7 Professional 4GB Dual Channel DDR2 SDRAM 250GB Hard Drive Intel GMA X4500HD Integrated Video Card
Tripplite SMART2600RM2U	UPS
3M M1700SS	17" Touchscreen Monitor
Tatung TLM-4201	42" LCD Monitor

Contractor shall provide and install the following:

**Material**

<i>Part Number</i>	<i>Description</i>	<i>Manufacturer</i>	<i>Qty.</i>
	Server		1
	Enterprise Firewall		1



7012	Wireless Node	Firetide	1
	Hot Point Software	Firetide	1
	1 TB additional storage		1

A full list of IP addresses will be furnished to the installing contractor.

Full specifications for existing server, storage and workstations can be provided upon request.

If archived video will be lost when additional storage is added, Contractor shall notify SLMPD and Downtown Partnership at least 1 week in advance so that any video which is to be retained can be retrieved and placed on alternate media.

## **15. PORTE COCHERE-OLD ADMIRAL SITE**

Contractor shall:

- Remove one existing PTZ camera and it's associated cabling and mount and return to Lumiere.
- Mount Panasonic WV-NW964 camera which was removed from riverfront pole #1 in place of above referenced camera. Install camera, cable, mount, mounting hardware and miscellaneous mounting equipment, as well as perform all terminations. View is to be under canopy and sections of Leonor K Sullivan Blvd.
- Furnish cameras, cable, mount, mounting hardware and miscellaneous mounting equipment, as well as install and perform all terminations for (1) Flir PT mated thermal and color camera. Camera view is to be of the Mississippi River.
- Furnish radio, antenna, mount, mounting hardware and miscellaneous mounting equipment, as well as install and terminate Firetide wireless equipment.
- Furnish, install and terminate power supplies for above devices.
- Install all cable in conduit. Existing conduit may be used if there is adequate room to not exceed a 40% fill.
- Properly ground defined surge and lightning suppressors.
- Install above devices and cabling as defined in the drawings.





Contractor shall select appropriate location for radio and antenna to transmit signals to the North. Radio and antenna shall be a minimum of 15 feet above ground and final location shall be approved by Authority prior to installation, after signal strength testing reports have been completed and delivered to Authority. Contractor shall be responsible for furnishing any custom mounts.

Contractor shall provide and install the following:

**Material**

<i><b>Part Number</b></i>	<i><b>Description</b></i>	<i><b>Manufacturer</b></i>	<i><b>Qty.</b></i>
427-0032-27-00	Model 618 Thermal and Color Camera	Flir	1
500-0460-00	PT Series Wall Mount	Flir	1
	Panasonic WV-NW964 PTZ Camera and Mount, relocated from Pole #1	Panasonic	1
T2428300WP	Power Supply for Flir	Altronix	1
	Power Supply, Relocated from	Altronix	1

	Pole #4 for Panasonic PTZ		
6202	Outdoor Mesh Node/Radio removed from 3 <sup>rd</sup> and Washington , see Section 30.	Firetide	1
AP/AS-050-N	Antenna kit with 1.5 m cable and lightning suppressor, removed from 3 <sup>rd</sup> and Washington, see Section 30.	Firetide	1
T2428175WP	Power Supply	Altronix	1
iCST	Video Analytic Encoder-No hard drive	Video IQ	1
DTK-PVPIP	Surge Suppressor	Ditek	3

## 16. TRIGEN

Contractor shall:

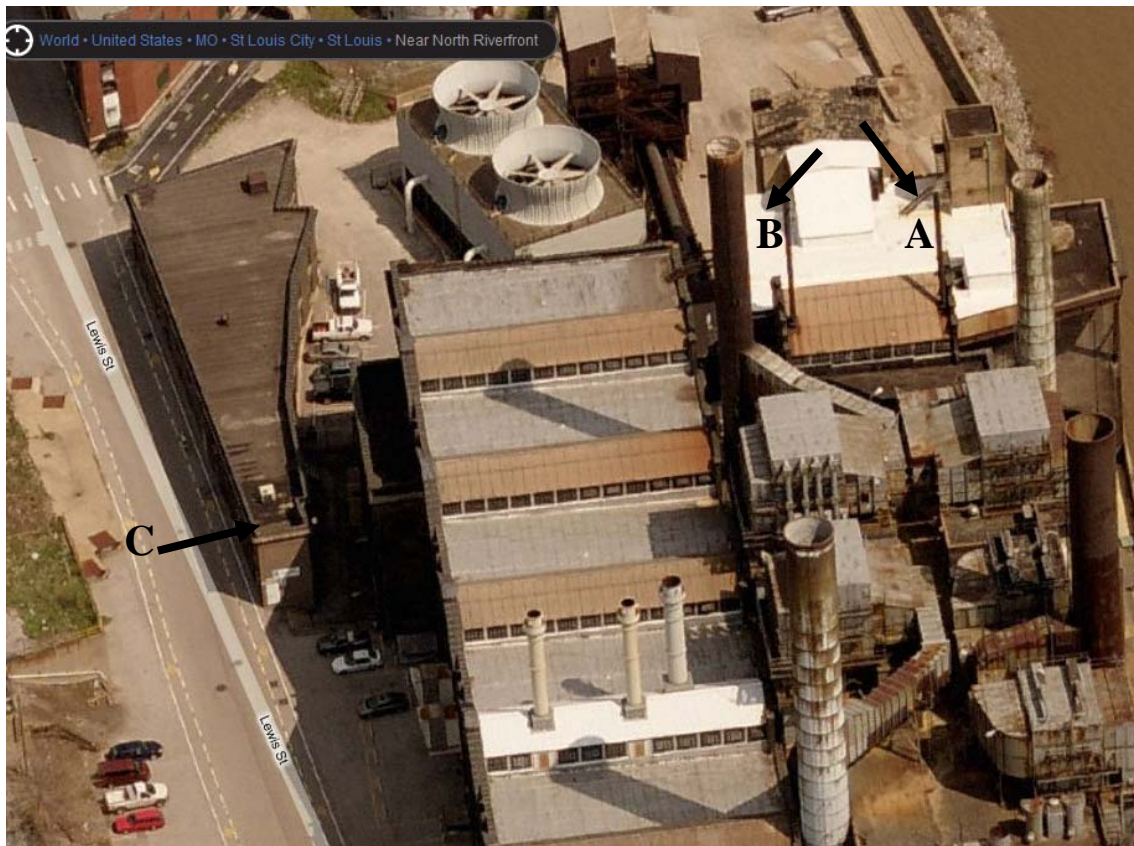
- Remove existing camera at the trail parking lot immediately south of Trigen. This camera shall be replaced with a new P/T/Z camera, radio, antenna and power supply. Power shall be by Contractor from inside Trigen facility. Radio connection is to the roof of Hotel Lumiere. Camera view is the parking lot and environs.  
Contractor shall furnish camera radio, antenna, mount, mounting hardware and miscellaneous mounting equipment, as well as install and terminate all equipment. Contractor shall route power in new conduit inside of the building from panel defined below. At SE exterior corner of the building, Contractor shall connect new rigid conduit to existing junction box and then route new power cable through existing conduit to the camera. Existing power cable shall be cut and capped inside of junction box. Contractor shall remove the pole that the existing camera is located on and shall furnish and install a new pole of similar height.
- Furnish camera, cable, non-penetrating roof mount, mounting hardware, wireless equipment and miscellaneous mounting equipment, as well as install and terminate one (1) Panasonic PTZ camera, radio and antenna on the Southwest roof of the Trigen office building. These devices shall be mounted to a contractor furnished and installed non-penetrating roof mount. Power shall be from panel as defined below. Contractor shall route new power cable in new conduit from panel to camera. Contractor shall remove existing camera and return to Trigen. Contractor shall disconnect and cap terminations at existing camera. Radio connection is to the roof of Hotel Lumiere as well as Porte Cochere.
- Furnish, install and terminate one new Flir PT series mated thermal and color camera, cable, mounts and power supply on the North East roof. These devices shall be mounted to a contractor furnished and installed non-penetrating roof mount. A connection shall be made by the contractor to the wireless equipment to be located on a secondary non-penetrating roof mount to the West of the cameras, so that there may be a radio link to the roof of Hotel Lumiere. Contractor shall route power from electrical panel defined below, in new conduit. 120V power shall be to location "B" where radio, antennas and power supply are located. Contractor shall route low voltage cable from location "B" to location "A" inside new conduit.
- Furnish and install twelve standard 8x8x16 heavy weight concrete blocks as ballast for each non-penetrating mount.
- Provide a Job Safety Analysis to Trigen every day while work is being performed at Trigen. Form/format of the Job Safety Analysis shall be furnished by Trigen.



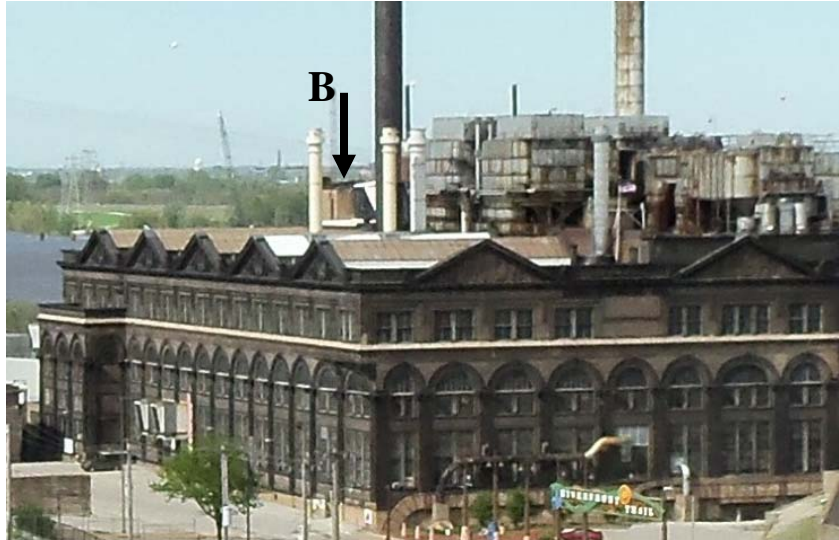
- Wear appropriate Personal Protective Equipment (PPE) such as hard hat, safety glasses, ear protection and any equipment required by Trigen in the areas defined by Trigen.
- Not smoke on Trigen property
- Install above devices and cabling as defined in the drawings.

Location of Electrical Panels are:

- Location “A”/”B”: North End Grade 115, Panel LTG PNL P, Ckt 12
- Location “C”: Panel B, South Air Handling Room. Existing local disconnect.
- Location “D”: Grade 50 South by Boiler #2, Cabinet 6



*Trigen Work Location Summary Photo*



*Approximate Location of “B” as Viewed from Roof of Hotel Lumiere*



*Location “A”, viewing North*



*Location “A”, viewing East*



*Location “A”(Where people are standing)*



*View from “B” to Hotel Lumiere*





*Location "C"*



*Location "D"*



*Electrical Panel for "B"*



*Electrical Panel for "D"*



*Example of non-penetrating roof mount with ballast*



*Junction box with existing power conduit for camera "D" at Trail Parking Lot*

Contractor shall provide and install the following:

**Material**

<i>Part Number</i>	<i>Description</i>	<i>Manufacturer</i>	<i>Qty.</i>
	<b>The following Items are to be located at the Northeast roof of Trigen (Location A in photos above)</b>		
M210	Scru Seal Stainless Steel Straps for pole mount	Band It	AR
427-0032-27-00	Model 618 Thermal and Color Camera	Flir	1
500-0460-00	PT Series Wall Mount	Flir	1
500-0509-00	PT Series Pole Mount Adapter	Flir	1
JRM27510	Non Penetrating Roof Mount, 2.88" O.D. 0.203" Wall, 10', 1 Piece	JRM	1
FZ1760	Mast for roof mount	JRM	1
JRMPAD	Pad For Roof Mount, 3/8" Thick	JRM	1
SCK150	Safety Cable Kit for Mount, 3/8" x 150'	JRM	1
	<b>The following items are for signal transmission from the cameras defined above, at the NE corner. This location is slightly to the Southwest on the roof. (Location "B" in above photos)</b>		
JRM27510	Non Penetrating Roof Mount, 2.88" O.D. 0.203" Wall, 10', 1 Piece	JRM	1
M210	Scru Seal Stainless Steel Straps for pole mount	Band It	AR
FZ1760	Mast for roof mount	JRM	1
JRMPAD	Pad For Roof Mount, 3/8" Thick	JRM	1
SCK150	Safety Cable Kit for Mount, 3/8" x 150'	JRM	1
T2428300WP	Power Supply	Altronix	1
6202	Outdoor Mesh Node/Radio removed from 3 <sup>rd</sup> and Washington , see Section 30.	Firetide	1
AP/AS-050-N	Antenna kit with 1.5 m cable and	Firetide	1

	lightning suppressor, removed from 3 <sup>rd</sup> and Washington, see Section 30.		
iCST	Video Analytic Encoder-No hard drive	Video IQ	1
DTK-PVPIP	Surge Suppressor	Ditek	2
	<b>The following items are to be located at the southwest corner of the Trigen office building (Location “c” in photos above)</b>		
JRM27510	Non Penetrating Roof Mount, 2.88” O.D. 0.203” Wall, 10’, 1 Piece	Rohn	1
M210	Scru Seal Stainless Steel Straps for pole mount	Band It	AR
FZ1760	Mast for roof mount	Rohn	1
JRMPAD	Pad For Roof Mount, 3/8” Thick	Rohn	1
SCK150	Safety Cable Kit for Mount, 3/8” x 150’	Rohn	1
WV-SW395	PTZ Camera	Panasonic	1
PWM20G	Camera Mount	Panasonic	1
PAPM3	Pole Mount Adapter	Panasonic	1
7020	Outdoor Mesh Node/Radio	Firetide	1
SW-7000-MIMO	Electronic MIMO License	Firetide	1
AP20-50-MIMO-19	MIMO antenna	Firetide	2
CB-015-N-MIMO	Cable assembly with lightning suppressor	Firetide	2
T2428300WP	Power Supply	Altronix	1
DTK-PVPIP	Surge Suppressor	Ditek	1
	<b>The following items are to be located at the existing camera at the trail parking lot.</b>		
WV-SW395	PTZ Camera	Panasonic	1
PWM20G	Camera Mount	Panasonic	1
PAPM3	Pole Mount Adapter	Panasonic	1
M210	Scru Seal Stainless Steel Straps for pole mount	Band It	AR
6202	Outdoor Mesh Node/Radio removed from 3 <sup>rd</sup> and Washington , see Section 30.	Firetide	1
AP/AS-050-N	Antenna kit with 1.5 m cable and lightning suppressor, removed from 3 <sup>rd</sup> and Washington, see	Firetide	1

	Section 30.		
T2428175WP	Power Supply	Altronix	1
DTK-PVPIP	Surge Suppressor	Ditek	1

## 17. HOTEL LUMIERE

The roof of Hotel Lumiere shall be a radio relay point. No cameras shall be located here. Radio and antennas shall be mounted on a non-penetrating roof mount. Power shall be from a dedicated circuit from the existing panel in the penthouse. Contractor shall furnish and install power cabling, conduit and miscellaneous mounting equipment. New conduit may be attached to the existing conduit standoffs.

Contractor shall:

- Furnish, install and terminate non-penetrating roof mount, mounting hardware, wireless equipment, and miscellaneous mounting equipment for this location to act as a radio relay point.
- Route 120V power from Penthouse panel FP1
- Furnish and install twelve standard 8x8x16 heavy weight concrete blocks as ballast for the non-penetrating mount
- Install above devices and cabling as defined in the drawings.



*View from Hotel Lumiere to the West*



*Electrical Panel in Penthouse*



*Penthouse with Electrical Panel*



*Roof Viewing East*

Contractor shall provide and install the following:

**Material**

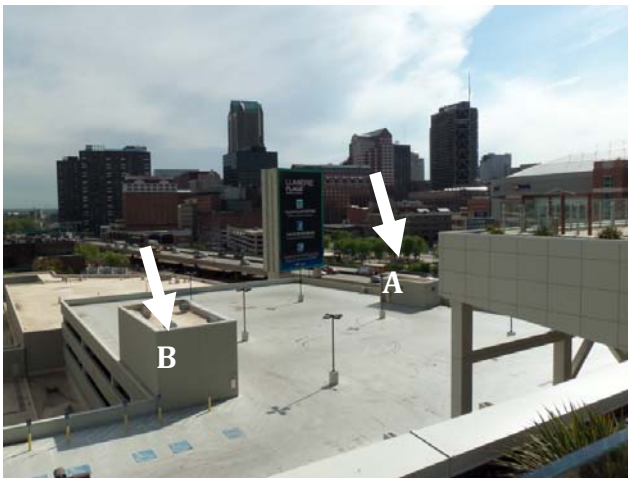
<i><b>Part Number</b></i>	<i><b>Description</b></i>	<i><b>Manufacturer</b></i>	<i><b>Qty.</b></i>
JRM27510	Non Penetrating Roof Mount, 2.88" O.D. 0.203" Wall, 10', 1 Piece	JRM	1
FZ1760	Mast for roof mount	JRM	1
JRMPAD	Pad For Roof Mount, 3/8" Thick	JRM	1
SCK150	Safety Cable Kit for Mount, 3/8" x 150'	JRM	1
7020	Outdoor Mesh Node/Radio	Firetide	1
SW-7000-MIMO	Electronic MIMO License	Firetide	1
SW-7000-RADIO-1	Electronic Radio License for 2 <sup>nd</sup> Radio activation	Firetide	1
CB-015-N-MIMO	Cable assembly with lightning suppressor	Firetide	2
AP20-50-MIMO-19	MIMO antenna	Firetide	2
	Conduit and Miscellaneous		AR
M210	Scru Seal Stainless Steel Straps for pole mount	Band It	AR



## 18. LUMIERE CASINO PARKING GARAGE

The roof level of the west stairwell shall be a location for a radio relay point to transmit signals from the roof of Hotel Lumiere to the Streets Department enclosure at 3<sup>rd</sup> and Carr.

Location “A” in the photos below show where the radio and two antennas shall be located. Location “B” is the location of a new sub electrical panel to be furnished and installed by the Contractor, adjacent to the existing panel. Contractor shall furnish and route conduit from the new subpanel through the floor, across the ceiling of the level below, to location “A”. Radio shall be mounted on the exterior, South wall at the Southwest corner of the stair structure. One antenna shall be on the South wall to communicate with the radio on the roof of Hotel Lumiere. The second antenna shall also be mounted on the South wall at the Southwest corner, but it shall be mounted on an arm so that it can communicate with the radio at 3<sup>rd</sup> and Carr.



*Roof of Parking Garage*



*Electrical Panel at B*



*View from Hotel Lumiere*



*Ceiling below electrical panel*



*View from 3<sup>rd</sup> and Carr*

- Furnish, install and terminate mount, mounting hardware, wireless equipment, and miscellaneous mounting equipment for this location to act as a radio relay point.
- Route 120V power from location defined above to the radio. The radio shall be mounted as high as possible.
- Install above devices and cabling as defined in the drawings.

Contractor shall provide and install the following:

<i><b>Part Number</b></i>	<i><b>Description</b></i>	<i><b>Manufacturer</b></i>	<i><b>Qty.</b></i>
7020	Outdoor Mesh Node/Radio	Firetide	1
SW-7000-MIMO	Electronic MIMO License	Firetide	1
SW-7000-RADIO-1	Electronic Radio License for 2 <sup>nd</sup> Radio activation	Firetide	1
CB-015-N-MIMO	Cable assembly with lightning suppressor	Firetide	2
AP20-50-MIMO-19	MIMO antenna	Firetide	2



## 19. 3<sup>RD</sup> AND CARR

The City of St. Louis Traffic/Streets Department shall furnish, install and terminate required switch and fiber optic equipment in their enclosure for transmission of signals to the SLMPD 911 Center.

Contractor shall:

- Furnish, install and terminate one antenna and radio on the traffic light signal. This work shall be performed under the supervision of the Traffic/Streets Department.
- Route cable from antenna to the radio and from the radio to the traffic control cabinet at the intersection under the direction of Traffic/Streets. Power for the radio shall be from Contractor furnished and installed power supply inside of the Traffic Department cabinet.
- Align antenna to communicate with the roof of the Lumiere parking garage.
- Coordinate with the Streets Dept. for completion of work at this location.
- Install above devices and cabling as defined in the drawings.



Contractor shall provide and install the following:

### Material

<i><b>Part Number</b></i>	<i><b>Description</b></i>	<i><b>Manufacturer</b></i>	<i><b>Qty.</b></i>
7020	Outdoor Mesh Node/Radio	Firetide	1
SW-7000-MIMO	Electronic MIMO License	Firetide	1
	Electronic Radio License for 2 <sup>nd</sup>	Firetide	1

SW-7000-RADIO-1	Radio activation		
CB-015-N-MIMO	Cable assembly with lightning suppressor	Firetide	1
AP20-50-MIMO-19	MIMO antenna	Firetide	1
M210	Scru Seal Stainless Steel Straps for pole mount	Band It	AR
	Pole bracket for antenna and radio		1
OLS180	Power Supply	Altronix	1
	Enclosure for Power Supply		1

The City of St. Louis Streets Dept. shall furnish, install and terminate equipment as required to provide fiber optic connectivity from 3<sup>rd</sup> and Carr to the SLMPD 911 center with points of demarcation being the Streets Dept. furnished network switch at 3<sup>rd</sup> and Carr to fiber terminations at the 911 center. Contractor shall coordinate work with Phil Albrecht at 314-647-3111 x 1039 to provide desired system functionality.

The following is an example of the type of equipment furnished and installed by the City of St. Louis Streets Department.

<i><b>Part Number</b></i>	<i><b>Description</b></i>	<i><b>Manufacturer</b></i>	<i><b>Qty.</b></i>
	Single Mode Termination Tails, ST		AR
	Multimode Termination Tails, ST		AR
	Fusion Splice Shrink Tails		AR
	Patch Panels with Splice Enclosures		AR
	Buried Splice Enclosures		AR
	650 feet 36-36 fiber		AR
	6kq switch and power supply	Garrett Comm	AR
	Es42 switch and power supply	Garrett Comm	AR
	Media Converter	Comnet	AR
	Splice Tray		AR

## 20. LIGHT POLE #1

Contractor shall:

- Remove the existing PTZ camera and mount, to be relocated to the Porte Cochere, See Section 2.2 above. Contractor shall clean the dome of the camera after re-installation.
- Install and terminate two (2) fixed position cameras which are to be removed from Pole #4. These cameras shall be aimed to view the intersection of Poplar St. and Leonor K. Sullivan Blvd. as well as North along Leonor K. Sullivan. Contractor shall furnish and install a new lens on the camera to obtain a narrower field of view of the intersection. The removed lens shall be returned to the Authority. Contractor shall clean the domes of these cameras after re-installation. The existing power supply shall be reused.

Contractor shall make a report of any serious issues of corrosion, damage, moisture penetration, vandalism or any other items which may possibly affect future operation of the surveillance equipment, and report this information to the Authority.

Contractor shall provide and install the following:

### Material

<i>Part Number</i>	<i>Description</i>	<i>Manufacturer</i>	<i>Qty.</i>
PLZ15/33	15-50 mm lens for 502 Camera	Panasonic	1
DTK-PVPIP	Surge Suppressor	Ditek	2

## 21. LIGHT POLE #4

Contractor shall:

- Remove all fixed position cameras and mounts. These cameras shall be replaced with one contractor furnished, installed and terminated Flir PT series mated color and thermal camera. Two functional removed cameras shall be re-located to Pole #1
- One non-functioning fixed position camera shall be returned to the Authority.
- Remove power supply, to be replaced with a larger capacity. Removed power supply shall be re-located to supply power to Panasonic PTZ camera at Porte Cochere.

Contractor shall make a report of any serious issues of corrosion, damage, moisture penetration, vandalism or any other items which may possibly affect future operation of the surveillance equipment, and report this information to the Authority.

Contractor shall provide and install the following:

### Material

<i><b>Part Number</b></i>	<i><b>Description</b></i>	<i><b>Manufacturer</b></i>	<i><b>Qty.</b></i>
427-0032-27-00	Model 618 Thermal and Color Camera	Flir	1
500-0460-00	PT Series Wall Mount	Flir	1
500-0509-00	PT Series Pole Mount Adapter	Flir	1
T2428300WP	Power Supply	Altronix	1
iCST	Video Analytic Encoder-No hard drive	Video IQ	1
DTK-PVPIP	Surge Suppressor	Ditek	2

## 22. LIGHT POLE #24

Contractor shall:

- Place the existing, functional camera in the Northern most position to view the intersection of Washington and Leonor K. Sullivan Blvd. Contractor shall furnish and install a new lens on the camera to obtain a narrower field of view. The removed lens shall be returned to the Authority. Contractor shall clean the camera dome after re-aiming.
- Center position: Contractor shall furnish, install and terminate one new camera to view East from the pole at approximately a sixty (60) degree field of view.
- Contractor shall furnish, install and terminate one new fixed position camera to view Southward along Leonor K. Sullivan Blvd.
- Return two non-functional cameras to the Authority.

Contractor shall make a report of any serious issues of corrosion, damage, moisture penetration, vandalism or any other items which may possibly affect future operation of the surveillance equipment, and report this information to the Authority.

Contractor shall provide and install the following:

### Material

<i><b>Part Number</b></i>	<i><b>Description</b></i>	<i><b>Manufacturer</b></i>	<i><b>Qty.</b></i>
PLZ15/33	15-50 mm lens for 502 Camera	Panasonic	1
DTK-PVPIP	Surge Suppressor	Ditek	3
WV-SW355	Fixed Position Dome Camera	Panasonic	2
WV-SW3H	Camera Heater	Panasonic	2

### 23. REMAINING RIVERFRONT CAMERAS

Contractor shall: clean the camera domes and any dirt and debris on any of the devices and in the power supply enclosure, furnish and install a surge suppressor for each camera at the following existing locations:

- Pole #10
- Pole #14
- Pole #18

Contractor shall make a report of any serious issues of corrosion, damage, moisture penetration, vandalism or any other items which may possibly affect future operation of the surveillance equipment, and report this information to the Authority.

Contractor shall furnish and install the following:

<i>Part Number</i>	<i>Description</i>	<i>Manufacturer</i>	<i>Qty.</i>
DTK-PVPIP	Surge Suppressor	Ditek	7

## 24. EMERGENCY MANAGEMENT-SOLDIER'S MEMORIAL

Emergency Management shall have a PC installed to act as a client workstation for the VMS system.

Contractor shall:

- Furnish, install and terminate one CAT6 cable from the basement mechanical/electrical room to the new PC in Emergency Management. Termination of cable in Electrical/Mechanical Room TBD by the Streets Dept.
- Outside of the communications closet, furnish, install and terminate one workstation desk with PC and monitor. Exact location TBD
- Furnish, install and terminate one large flat panel monitor connected to PC described immediately above. Location TBD. Contractor shall furnish and install wall mount, if required.
- Configure workstation PC to communicate with the server at the SLMPD 911 center
- Train no more than five Emergency Management personnel on use of the system.
- Coordinate with the Emergency Management for completion of work at this location.
- The St. Louis Streets Dept. shall be responsible for patching and terminating of fiber between Electrical/Mechanical Room rack and the video rack in the SLMPD 911 Center.
- Install above devices and cabling as defined in the drawings.

Contractor shall provide and install the following:

### Material

<i>Part Number</i>	<i>Description</i>	<i>Manufacturer</i>	<i>Qty.</i>
	Workstation PC with 24" widescreen Monitor to meet requirements of VMS manufacturer		1
TLM-4201*	42" Monitor	Tatung	1
E4870	Workstation Desk	Winsted	1
11760	Chair	Winsted	1

\* Or equivalent

## **25. NATIONAL PARKS SERVICE-OLD COURTHOUSE**

The National Park Service shall have the ability to monitor the system via a high speed internet connection over a VPN connection. The NPS shall furnish and install a PC and monitor(s), as well as provide a high speed internet connection.

Contractor shall:

- Provide training to no greater than ten (10) NPS personnel in use of the system
- Furnish and install required software.
- Configure the server to allow VPN access from this location.
- Coordinate with the NPS for completion of work at this location.
- Furnish minimum PC specifications for PC

If the NPS workstation is not available for an extended time, Contractor shall demonstrate VPN connection on a PC and location TBD. Contractor shall be responsible for above listed requirements when the permanent PC becomes available.



## **26. U.S. COAST GUARD-ROB'T YOUNG FED. BLDG, 1222 SPRUCE**

The U.S. Coast Guard shall have the ability to monitor the system via a high speed internet connection over a VPN connection. The USCG shall furnish and install a PC and monitor(s), as well as provide a high speed internet connection.

Contractor shall:

- Provide training to no greater than ten (10) USCG personnel in use of the system
- Furnish and install required software
- Configure the server to allow VPN access from this location.
- Coordinate with the USCG for completion of work at this location.
- Furnish minimum PC specifications for PC

If the USCG workstation is not available for an extended time, Contractor shall demonstrate VPN connection on a PC and location TBD. Contractor shall be responsible for above listed requirement when the permanent PC becomes available.

## **27. LUMIERE PLACE CASINO**

Lumiere Place Casino video surveillance command center shall have the ability to monitor the system via a high speed internet connection over a VPN connection. Lumiere Place Casino shall furnish and install a PC and monitor(s), as well as provide a high speed internet connection.

Contractor shall:

- Provide training to no greater than ten (10) Lumiere Place Casino personnel in use of the system
- Furnish and install required software
- Configure the server to allow VPN access from this location.
- Coordinate with Lumiere Place Casino for completion of work at this location.
- Furnish minimum PC specifications for PC

If the Lumiere Place Casino workstation is not available for an extended time, Contractor shall demonstrate VPN connection on a PC and location TBD. Contractor shall be responsible for above listed requirement when the permanent PC becomes available.

## **28. 3<sup>rd</sup> AND WASHINGTON/HANNEGAN’S/MORGAN ST. BREWERY**

Contractor shall re-align the antennas for optimal performance between:

- Morgan Street Brewery (2<sup>nd</sup> and Morgan) and Hannegan’s/Witte (719 North 2<sup>nd</sup> St.) Building
- 3<sup>rd</sup> and Washington North connection to Hannegan’s/Witte building.

Current throughput between these connections is approximately 5 Mbps.

Contractor shall perform alignment to attain a minimum of 15Mbps.

## **29. MORGAN STREET BREWERY**

Contractor shall:

- Furnish, install and terminate one surge suppressor for the canopy camera
- Ground the canopy steel
- Install a ground wire to earth ground inside of the building at the camera power supply.

<i><b>Part Number</b></i>	<i><b>Description</b></i>	<i><b>Manufacturer</b></i>	<i><b>Qty.</b></i>
DTK-PVPIP	Surge Suppressor	Ditek	1

## **30. 3<sup>rd</sup> AND WASHINGTON**

Three existing Firetide 6000 series nodes shall be replaced with 7000 series for improved throughput to the backhaul. The removed radios and antennas shall be utilized for the new camera locations at Trigen Northeast, the trail parking lot south of Trigen and at the Porte Cochere. Contractor shall use a 7000 series radio or equipment of their choosing to perform a spectrum analysis to determine frequencies on which interference is being introduced to the system and shall change frequencies on radios as required.

Contractor shall:

- Furnish, install, terminate and configure three new 7000 series radios at 3<sup>rd</sup> and Washington. Power, cabling and brackets are existing for these radios.

The node at the SE corner of 3<sup>rd</sup> and Washington is Federal property. Contractor shall notify Scott Cluck with the National Park Service at least five business days prior to performing work at this location. Scott can be reached at:

(314) 655-1738 Office  
(314) 518-0193 Cell  
Scott\_cluck@nps.gov

If it is determined by the National Park Service that plywood or similar is to be placed on the grass for vehicle access, Contractor shall be responsible for furnishing the material. Contractor shall be responsible for obtaining required National Park Service approval including, but not limited to a "Grounds Pass".

- Perform a spectrum analysis at:
  1. House of Comedy, 801 North 2<sup>nd</sup> St.
  2. Show Me's, 724 North 1<sup>st</sup> St.
  3. Old Spaghetti Factory, 727 North 1<sup>st</sup> St.
  4. Metro Building, 707 North 1<sup>st</sup> St.
- Configure new frequencies on all nodes, as required, to limit the effects of the interference.

<i><b>Part Number</b></i>	<i><b>Description</b></i>	<i><b>Manufacturer</b></i>	<i><b>Qty.</b></i>
7020	Outdoor Mesh Node/Radio	Firetide	3
SW-7000-MIMO	Electronic MIMO License	Firetide	3
AP20-50-MIMO-19	MIMO antenna, Panel	Firetide	4
AS-090-050-MIMO-15	MIMO antenna, Sector	Firetide	2
CB-015-N-MIMO	Cable assembly with lightning suppressor	Firetide	6

St. Louis Development Corporation & City of St. Louis Port Authority  
American Recovery & Reinvestment Act - Port Security Grant Program  
Invitation for Bid



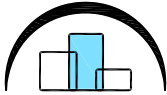
## APPENDIX K

DRAWING INDEX

DWGDESCRIPTION

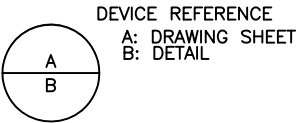
SEC—SYMBOL	SYMBOLS LEGEND
SEC—6500	RISER DIAGRAM
SEC—6501	RISER DETAIL #1
SEC—6502	RISER DETAIL #2
SEC—6503	CASINO ANTENNA MOUNTING DETAIL

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		SURVEILLANCE SYSTEM COVER SHEET					
Facility Control Systems, Inc.		ST. LOUIS DEV. CORP.					
926 HEMSATH - STE. 103		ENGINEER APPROVED			OWNER APPROVED		
ST. CHARLES, MO 63303		DWG. NO.					
(636) 946-7963		SLDC—SEC—COVER					

SYMBOL LEGEND

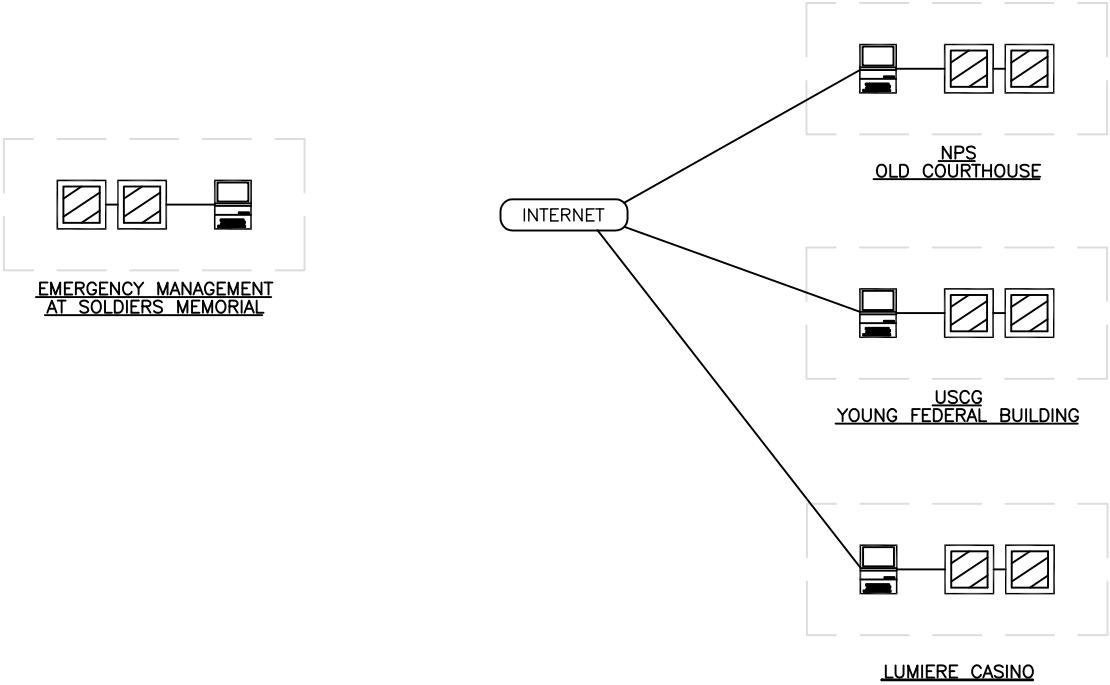
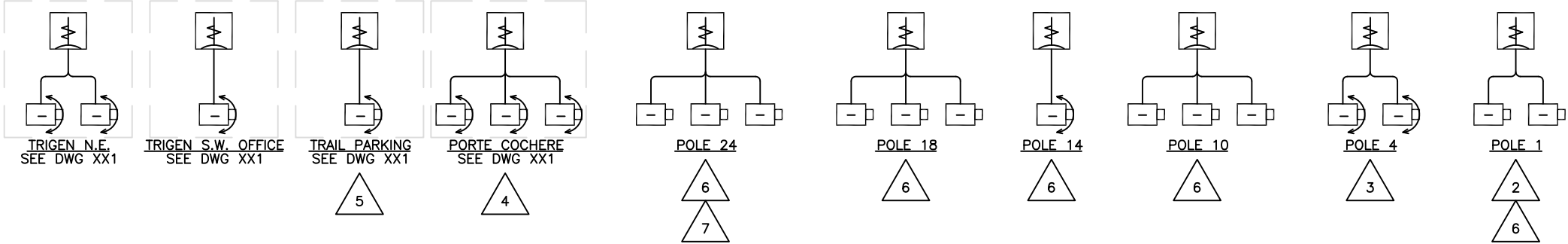
DEVICE ANNOTATION KEY		ANNUNCIATION DEVICES	
<div><div></div><div></div></div>	M=MOUNT T=TECHNOLOGY/TYPE (SPECIFIC TO DEVICE)  M: P-PEDESTAL T-TURNSTILE S-SURFACE P-FLUSH R-RACK  M-MULLION D-DESK W-WALL C-CEILING H-HIDDEN	<div><div></div><div></div></div>	AUDIO DEVICE T:Z-BUZZER B-BELL C-CHIME H-HORN S-SPEAKER  L-LISTEN IN K-KLAXON M-MICROPHONE S-SOUNDER
ACCESS CONTROL		BARRIER AND VEHICLE CONTROLS	
<div><div></div><div></div></div>	CARD ACCESS READER B-BARCODE W-WIEGAND P-PROXIMITY M-MAG STRIPE  F-ELEVATOR FLOOR CALL H-ELEVATOR HALL CALL T-TOKEN S-SMART CARD	<div><div></div><div></div></div>	TURNSTILE
<div><div></div><div></div></div>	BIOMETRIC ACCESS CONTROL DEVICE H-HAND GEOMETRY F-FINGER PRINT V-VOICE R-EYE RETINA I-EYE IRIS	<div><div></div><div></div></div>	TRAFFIC ARM
<div><div></div><div></div></div>	KEYPAD DEVICE	<div><div></div><div></div></div>	VEHICLE LOOP DETECTOR
<div><div></div><div></div></div>	CARD READER WITH KEYPAD	<div><div></div><div></div></div>	SINGLE SWING GATE T:E-ELECTRIC H-HYDRAULIC
<div><div></div><div></div></div>	CARD READER WITH TIME AND ATTENDANCE	<div><div></div><div></div></div>	DOUBLE SWING GATE T:E-ELECTRIC H-HYDRAULIC
<div><div></div><div></div></div>	FIELD PANEL T:C-CARD READER A-ALARM	<div><div></div><div></div></div>	SINGLE SLIDE GATE T:E-ELECTRIC H-HYDRAULIC
<div><div></div><div></div></div>	CONTROL PANEL T:B-BURGULAR F-FIRE P-PERIMETER D-DOOR C-CCTV	<div><div></div><div></div></div>	DOUBLE SLIDE GATE T:E-ELECTRIC H-HYDRAULIC
<div><div></div><div></div></div>	POWER SUPPLY T:L-LOCK C-CAMERA P-PANEL I-INTERCOM	COMMUNICATIONS	
		<div><div></div><div></div></div>	INTERCOM T: M-MASTER S-SUBSTATION
<div><div></div><div></div></div>	WIRELESS TRANSMITTER/RECEIVER	<div><div></div><div></div></div>	VIDEO INTERCOM
<div><div></div><div></div></div>		<div><div></div><div></div></div>	VIDEO INTERCOM MASTER
<div><div></div><div></div></div>		<div><div></div><div></div></div>	FIBER OPTIC MODULE T:Tx-TRANSIMTTER R-RECEIVER T-TRANSCIEVER
<div><div></div><div></div></div>		<div><div></div><div></div></div>	NETWORK SWITCH
		SWITCHES	
<div><div></div><div></div></div>		<div><div></div><div></div></div>	AUTOMATIC MONITORING SWITCH T: T-TEMP B-BAL. MAG H-HUMIDITY M-MAGNET W-WATER L-LATCH G-GATE K-KEY
<div><div></div><div></div></div>		<div><div></div><div></div></div>	MANUALLY OPERATED SWITCH T:E-EMERGENCY L-LOCK F-FOOT M-MAT H-HOLDUP
<div><div></div><div></div></div>		<div><div></div><div></div></div>	PUSH BUTTON T:P-PANIC D-DURESS X-REQUEST-FOR-EXIT R-DOOR RELEASE B-BELL PUSH
<div><div></div><div></div></div>		<div><div></div><div></div></div>	RELAY SWITCH T:F-FIRE ALARM
		SENSORS	
<div><div></div><div></div></div>		<div><div></div><div></div></div>	MOTION DETECTOR T: M-MIRCOWAVE IR-INFARED U-ULTRASONIC X-REQUEST-FOR-EXIT D-DUAL TECHNOLOGY
<div><div></div><div></div></div>		<div><div></div><div></div></div>	BI-STATIC BEAM SENSOR T: M-MIRCOWAVE I-INFARED F:Tx-TRANSMIT Rx-RECEIVE
<div><div></div><div></div></div>		<div><div></div><div></div></div>	GLASS BREAK SENSOR T:S-SHOCK A-AUDIO
<div><div></div><div></div></div>		<div><div></div><div></div></div>	ELECTRIC LOCK T: M-MAGNETIC S-STRIKE L-LATCH SET H-HYBRID D-DEADBOLT
<div><div></div><div></div></div>		<div><div></div><div></div></div>	EXIT DEVICE T: E-ELECTRIFIED M-MECHANICAL D-DELAYED EGRESS X-HIGH SECURITY
<div><div></div><div></div></div>		<div><div></div><div></div></div>	POWER TRANSFER HINGE T: 2-TWO-WIRE 4-FOUR-WIRE, ETC.
		SURVEILLANCE	
<div><div></div><div></div></div>		<div><div></div><div></div></div>	MONITOR T: V-VIDEO D-DATA G-GRAPHIC M-MULTISCREEN
<div><div></div><div></div></div>		<div><div></div><div></div></div>	CAMERA T: S-SCOOP/WEDGE C-CORNER D-DOME B-BOARD E-ENVIRONMENTAL
<div><div></div><div></div></div>		<div><div></div><div></div></div>	CAMERA WITH PAN/TILT/ZOOM T:D-DOME E-ENVIRONMENTAL
<div><div></div><div></div></div>		<div><div></div><div></div></div>	STROBE C:COLOR R-RED B-BLUE Y-YELLOW W-WHITE G-GREEN
<div><div></div><div></div></div>		<div><div></div><div></div></div>	VIDEO CONTROL KEYBOARD
<div><div></div><div></div></div>		<div><div></div><div></div></div>	VIDEO MULTIPLEXER
<div><div></div><div></div></div>		<div><div></div><div></div></div>	RECORDER T:V-VIDEO A-AUDIO D-DIGITAL



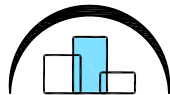
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2. DRAWINGS, DETAILS, ELEVATIONS OR OTHER DRAWINGS SHOWN FOR A SPECIFIC ORIENTATION INDICATED AS TYPICAL ALSO PERTAIN TO MIRRORED OR OPPOSITE ORIENTATIONS.
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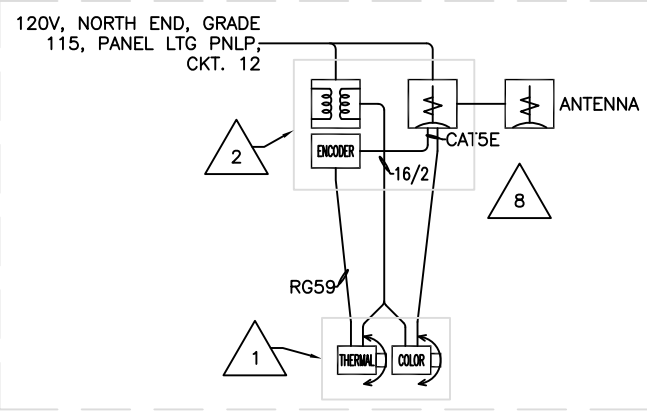
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DRAWN	JCH					FCS-441	
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DATE	08/22/11						
<div><div></div><div>Facility Control Systems, Inc.</div><div>926 HEMSATH - STE. 103 ST. CHARLES, MO 63303 (636) 946-7963</div></div>		<div>SURVEILLANCE SYSTEM SYMBOLS LEGEND ST.LOUIS DEV. CORP.</div> <div>ENGINEER APPROVED</div> <div>OWNER APPROVED</div> <div>DWG.NO.</div> <div>SLDC-SEC-SYMBOLS</div>					



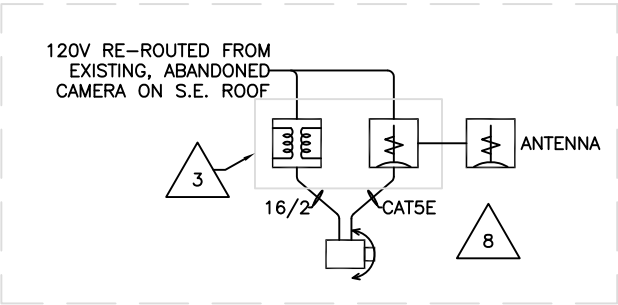
- NOTES:
1. DEVICES AND WORK AREAS SHOWN ARE ONLY FOR THIS SCOPE OF WORK AND DO NOT SHOW CAMERAS AND DEVICES ON THE EXISTING SYSTEM AT WHICH NO WORK IS TO BE PERFORMED. REFER TO DETAIL DRAWINGS FOR CONNECTIONS TO DEVICES SUCH AS POWER SUPPLIES AND ANTENNAS.
  2. REMOVE EXISTING PTZ CAMERA, BRACKET, AND MOUNT; TO BE RELOCATED AT PORTE COCHERE. TWO FIXED POSITION CAMERAS REMOVED FROM POLE 4 ARE TO BE RELOCATED HERE. ONE CAMERA, WITH NEW LENS, IS TO VIEW THE INTERSECTION OF POPLAR ST. AND LEONOR K. SULLIVAN. ONE CAMERA TO VIEW NORTH ALONG LEONOR K. SULLIVAN.
  3. REMOVE THREE EXISTING FIXED POSITION CAMERAS, MOUNTS, AND BRACKETS. RELOCATE TWO FUNCTIONAL CAMERAS TO POLE 1 (SEE NOTE 2). RETURN ONE NON-FUNCTIONAL CAMERA TO OWNER. REMOVE POWER SUPPLY TO BE INSTALLED AT PORTE COCHERE. INSTALL MATED THERMAL AND COLOR CAMERAS AND NEW POWER SUPPLY.
  4. INSTALL POWER SUPPLY REMOVED FROM POLE 4 AND CAMERA REMOVED FROM POLE 1.
  5. EXISTING CAMERA TO BE REMOVED AND REPLACED. WIRELESS EQUIPMENT TO BE ADDED.
  6. CLEAN DOMES ON CAMERAS.
  7. INSTALL NEW LENS ON NORTH CAMERA AND RE-AIM TO VIEW INTERSECTION OF LEONOR K. SULLIVAN AND WASHINGTON. RE-AIM SOUTH CAMERA TO VIEW SOUTH ALONG LEONOR K. SULLIVAN. INSTALL TWO NEW CAMERAS.

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DATE	11/4/11								
									
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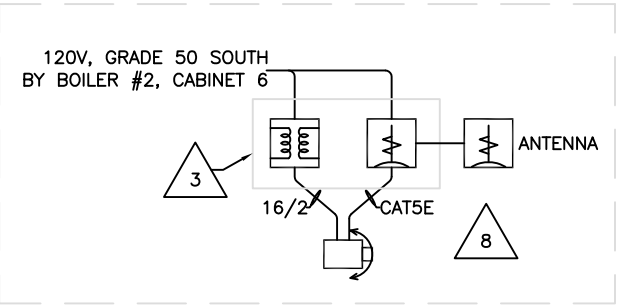




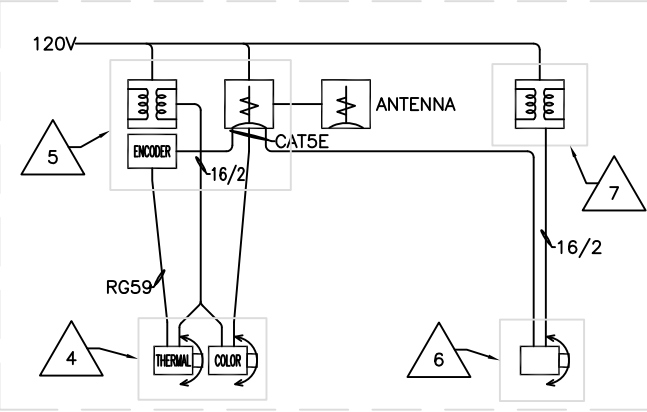
TRIGEN N.E.



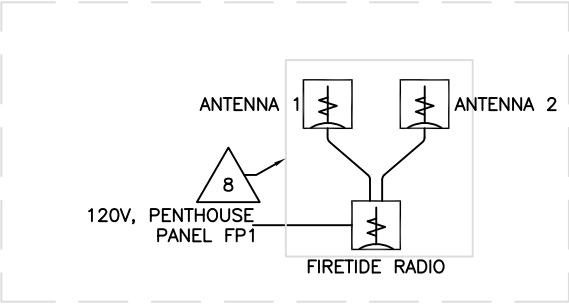
TRIGEN S.W. OFFICE



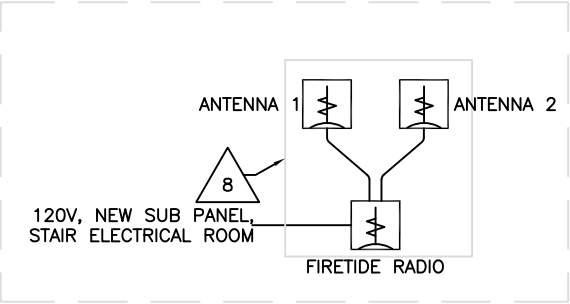
TRAIL PARKING



PORTE COCHERE

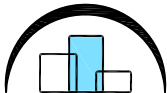


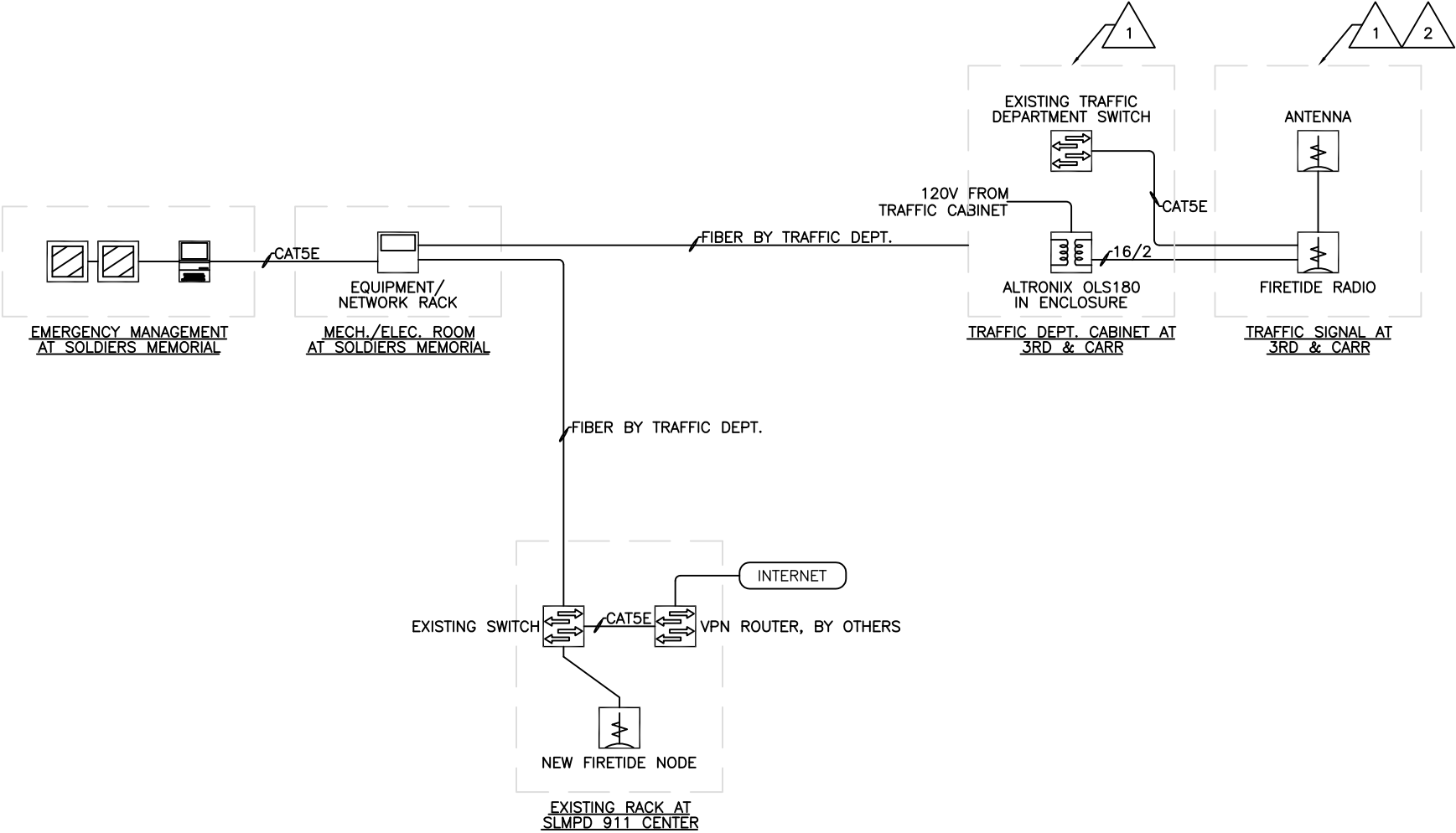
HOTEL LUMIERE ROOF




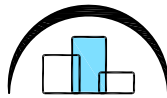
TOP LEVEL OF CASINO GARAGE

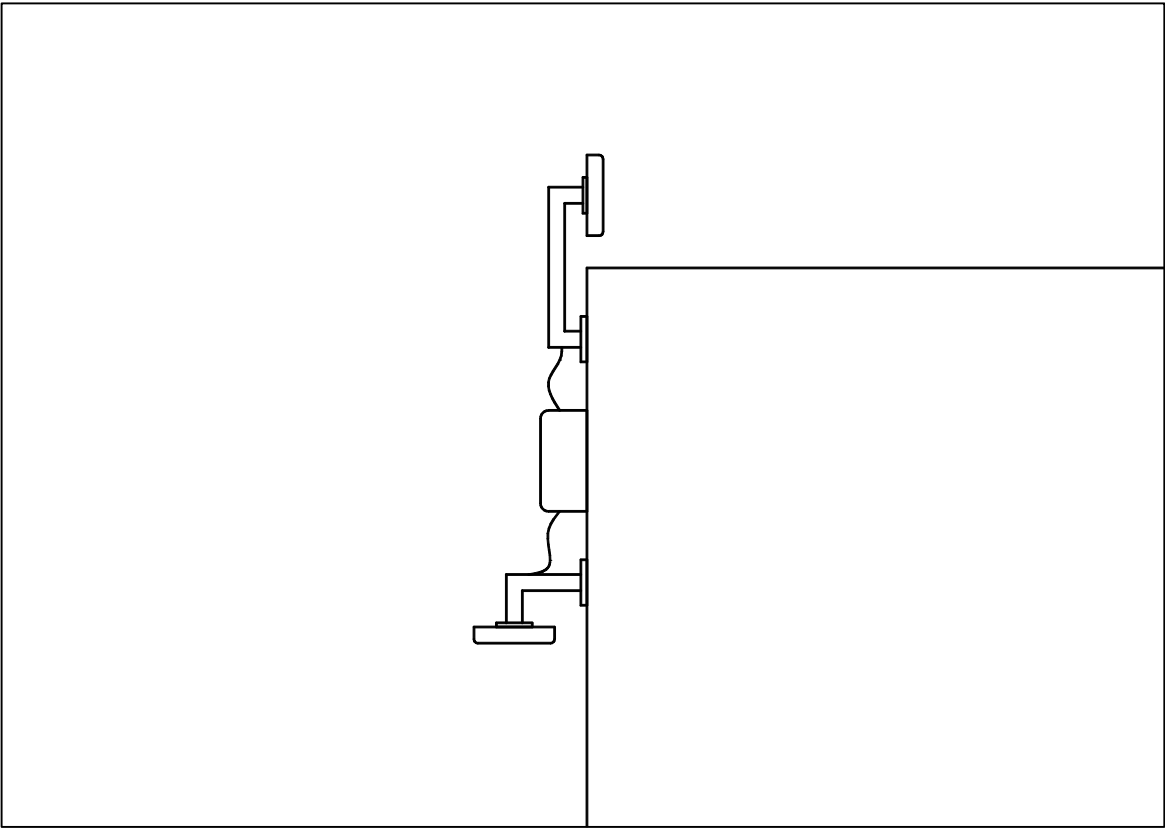
- NOTES: #
- FLIR PT SERIES MATED CAMERAS. DEVICES ATTACHED TO ROHN NON-PENETRATING ROOF MOUNT AT NORTHEAST ROOF.
  - FIRETIDE 7000 RADIO & ANTENNA AND ALTRONIX T2428300WP POWER SUPPLY WITH INTERNAL ENCODER. DEVICES ATTACHED TO ROHN NON-PENETRATING ROOF MOUNT TO THE WEST OF MOUNT IN NOTE 1 FOR RADIO VISIBILITY TO ROOF OF HOTEL LUMIERE.
  - FIRETIDE 7000 RADIO & ANTENNA AND ALTRONIX T2428175WP POWER SUPPLY.
  - FLIR PT SERIES MATED CAMERAS.
  - FIRETIDE 7000 RADIO & ANTENNA AND ALTRONIX T2428300WP POWER SUPPLY WITH INTERNAL ENCODER.
  - CAMERA RELOCATED FROM POLE 1.
  - ALTRONIX POWER SUPPLY RELOCATED FROM POLE 4.
  - LIGHTNING SUPPRESSORS TO BE INSTALLED AT ANTENNAS AND PROPERLY GROUNDED.

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		SLDC-SEC-6501							

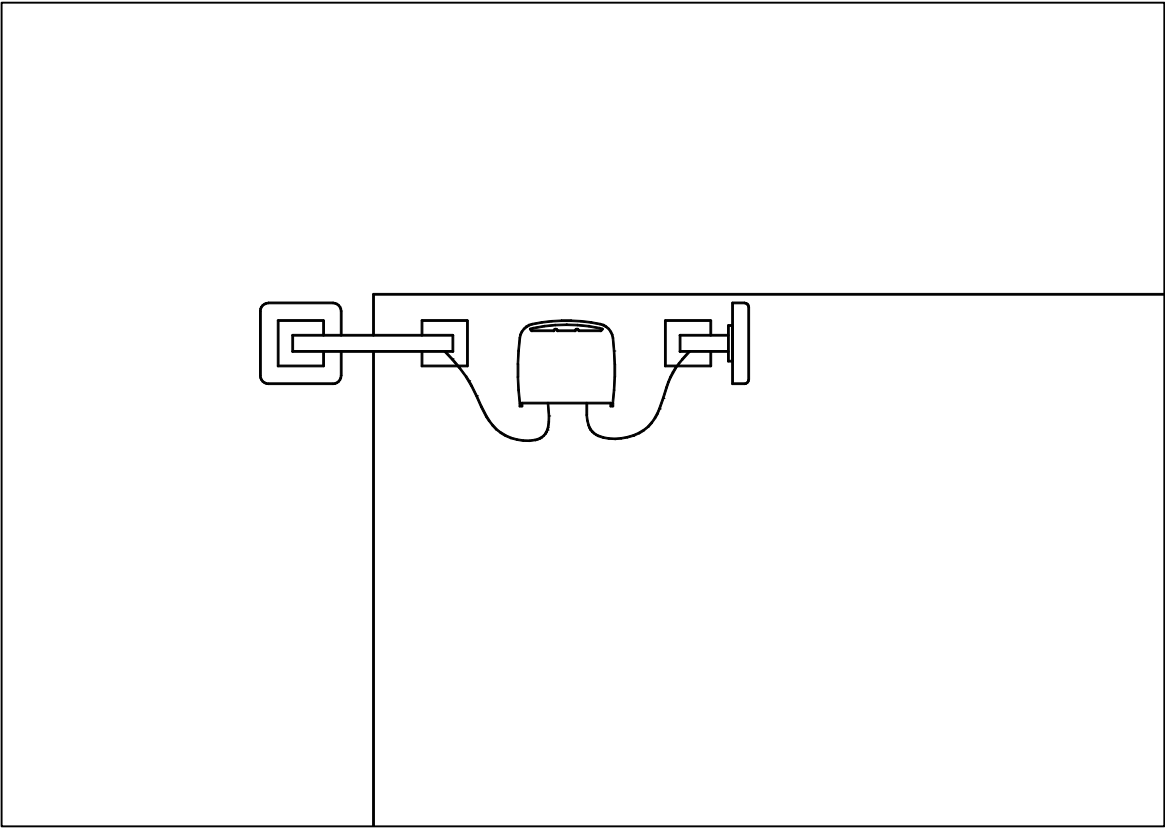


- NOTES: 
- CONTRACTOR WORK TO BE PERFORMED UNDER THE DIRECTION OF THE TRAFFIC DEPARTMENT.
  - LIGHTNING SUPPRESSOR TO BE INSTALLED AT ANTENNA AND PROPERLY GROUNDED.
  - ALL CABLES FURNISHED AND INSTALLED BY CONTRACTOR UNLESS NOTED OTHERWISE.

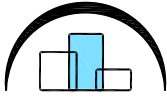
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								DWG.NO.	
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TOP VIEW



SOUTH FACE OF STAIR TOWER

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SURVEILLANCE SYSTEM ANTENNA MOUNTING-CASINO ST. LOUIS DEV. CORP							
ENGINEER APPROVED				OWNER APPROVED			
DWG.NO.							
SLDC-SEC-6503							